



Lawrence B. Somers
Deputy General Counsel

Mailing Address:
NCRH 20 / P.O. Box 1551
Raleigh, NC 27602

o: 919.546.6722
f: 919.546.2694

bo.somers@duke-energy.com

August 3, 2015

VIA ELECTRONIC FILING

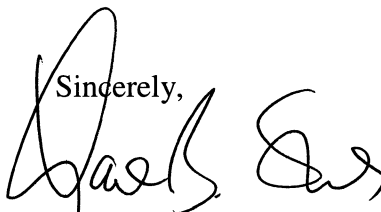
Ms. Gail Mount
Chief Clerk
North Carolina Utilities Commission
4325 Mail Service Center
Raleigh, North Carolina 27699-4325

**RE: Duke Energy Progress, Inc. Conversion to Limited Liability Company
Docket No. E-2, Sub 1076**

Dear Ms. Mount:

On July 1, 2015, I notified the Commission that Duke Energy Progress, Inc. ("DEP") planned to convert from a corporation to a limited liability company ("LLC"), effective August 1, 2015. The conversion occurred, as planned. Pursuant to Commission Rule R8-25(a), I enclose DEP's tariffs and forms of contract, modified to reflect the new name. I also enclose the Articles of Organization certified by the North Carolina Secretary of State.

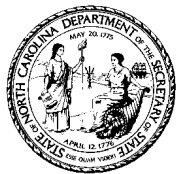
Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

Lawrence B. Somers

cc: Antoinette Wike, Public Staff

OFFICIAL COPY

Aug 03 2015



NORTH CAROLINA

Department of the Secretary of State

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Aug 03 2015

To all whom these presents shall come, Greetings:

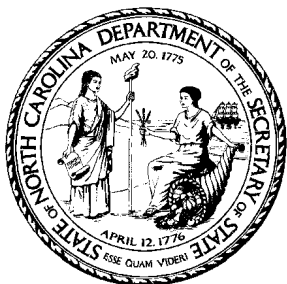
I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF ORGANIZATION

OF

DUKE ENERGY PROGRESS, LLC

the original of which was filed in this office on the 31st day of July, 2015.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 31st day of July, 2015.

Elaine F. Marshall

Secretary of State

State of North Carolina
Department of the Secretary of State

**ARTICLES OF ORGANIZATION
INCLUDING ARTICLES OF CONVERSION**

Pursuant to §§ 57D-2-21, 57D-9-20 and 57D-9-22 of the General Statutes of North Carolina, the undersigned converting business entity does hereby submit these Articles of Organization Including Articles of Conversion for the purpose of forming a limited liability company pursuant to the conversion of another eligible entity.

1. The name of the limited liability company is: Duke Energy Progress, LLC.
The limited liability company is being formed pursuant to a conversion of another business entity.
(See Item 1 of the Instructions for appropriate entity designation)
2. The name of the converting business entity is: Duke Energy Progress, Inc.
and the organization and internal affairs of the converting business entity are governed by the laws of the
state or country of North Carolina.

A plan of conversion has been approved by the converting business entity as required by law.

3. The converting business entity is a (check one): ☒ domestic corporation; ☐ foreign corporation;
☐ foreign limited liability company; ☐ domestic limited partnership;
☐ foreign limited partnership; ☐ domestic registered limited liability partnership;
☐ foreign limited liability partnership; ☐ professional corporation; or ☐ other partnership as defined in
G.S. 59-36, whether or not formed under the laws of North Carolina.

4. The mailing address of the converting entity prior to the conversion is:

Number and Street: 410 South Wilmington Street

City: Raleigh State: NC Zip Code: 27601 County: Wake

If different, the mailing address of the resulting business entity is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

5. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both. Note: This document must be signed by all persons listed.)

Nancy M. Wright, Assistant Secretary - Organizer

550 South Tryon Street (DEC45A)

Charlotte, NC 28202

6. The name of the initial registered agent is: C T Corporation System
7. The street address and county of the initial registered office of the limited liability company is:
Number and Street: 150 Fayetteville Street, Box 1011
City: Raleigh State: NC Zip Code: 27601 County: Wake
8. The North Carolina mailing address, *if different from the street address*, of the initial registered office is:
Number and Street: _____
City: _____ State: NC Zip Code: _____ County: _____
9. Principal Office Information: *Select either a or b.*
- a. ☒ The limited liability company has a principal office.
The principal office telephone number: (919) 546-6111
The street address and county of the principal office of the limited liability company is:
Number and Street: 410 South Wilmington Street
City: Raleigh State: NC Zip Code: 27601 County: Wake
The mailing address, *if different from the street address*, of the principal office of the limited liability company is:
Number and Street: 550 South Tryon Street (DEC45A)
City: Charlotte State: NC Zip Code: 28202 County: Mecklenburg
- b. ☐ The limited liability company does not have a principal office.
10. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.
11. (Optional): Please provide a business e-mail address: nancy.wright@duke-energy.com.
The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.



12. These articles will be effective upon filing, unless a future date is specified: 08/01/2015.

This is the 31 day of July, 2015.

(Optional: Business Entity Name)

Nancy M Wright
Signature

Nancy M. Wright, Assistant Secretary (Organizer)

Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #5 above.

(Optional: Business Entity Name)

Signature

Type or Print Name and Title

(Optional: Business Entity Name)

Signature

Type or Print Name and Title

(Optional: Business Entity Name)

Signature

Type or Print Name and Title

(Optional: Business Entity Name)

Signature

Type or Print Name and Title

NOTES:

1. Filing fee is \$125. This document must be filed with the Secretary of State.

CORPORATIONS DIVISION
(Revised January 2014)

P.O. BOX 29622
Page 3

RALEIGH, NC 27626-0622
(Form L-01A)

DUKE ENERGY PROGRESS, LLC
TARIFFS AND FORMS OF CONTRACT

RESIDENTIAL SERVICE
SCHEDULE RES-33A

AVAILABILITY

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

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

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

APPLICABILITY

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

TYPE OF SERVICE

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

MONTHLY RATE

I. For Single-Phase Service:

Bills Rendered During July - October

A. Basic Customer Charge:
\$11.13 per month

B. Kilowatt-Hour Charge:
10.612¢ per kWh

Bills Rendered During November - June

Basic Customer Charge:
\$11.13 per month

Kilowatt-Hour Charge:
9.644¢ per kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$8.71.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Residential Classification - \$0.83/month

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

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule RES-33

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

RESIDENTIAL SERVICE
TIME-OF-USE
SCHEDULE R-TOUD-33A

AVAILABILITY

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

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

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

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

APPLICABILITY

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

TYPE OF SERVICE

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

MONTHLY RATE

I. For Single-Phase Service:

A. Service used during calendar months of June through September:

1. Basic Customer Charge:
\$14.13
2. On-Peak kW Demand Charge:
\$4.97 per kW for all on-peak
Billing Demand
3. kWh Energy Charge:
7.064¢ per on-peak kWh
5.702¢ per off-peak kWh

B. Service used during calendar months of October through May:

1. Basic Customer Charge:
\$14.13
2. On-Peak kW Demand Charge:
\$3.69 per kW for all on-peak
Billing Demand
3. kWh Energy Charge:
7.064¢ per on-peak kWh
5.702¢ per off-peak kWh

Minimum Bill

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

II. For Three-Phase Service:

The bill computed for single-phase service plus \$8.71.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Residential Classification - \$0.83/month

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

BILLING DEMAND

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

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

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

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

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

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

II. Off-Peak Hours:

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

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

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

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule R-TOUD-33

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

RESIDENTIAL SERVICE
TIME-OF-USE
SCHEDULE R-TOU-33A

AVAILABILITY

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

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

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

APPLICABILITY

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

TYPE OF SERVICE

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

MONTHLY RATE

I. For Single-Phase Service:

A. Service used during the calendar months of June through September:

1. Basic Customer Charge:

\$14.13

B. Service used during the calendar months of October through May:

1. Basic Customer Charge:

\$14.13

2. kWh Energy Charge:

23.696¢ per on-peak kWh
11.977¢ per shoulder kWh
6.952¢ per off-peak kWh

2. kWh Energy Charge:

21.352¢ per on-peak kWh
11.390¢ per shoulder kWh
6.952¢ per off-peak kWh

Minimum Bill

The minimum monthly charge shall be the Basic Customer Charge.

II. For Three-Phase Service:

The bill computed for single-phase service plus \$8.71.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Residential Classification - \$0.83/month

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

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

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

- A. The on-peak hours are defined as the hours between 1:00 p.m. and 6:00 p.m. Monday through Friday, excluding holidays defined as off-peak.
- B. The shoulder hours are defined as the hours between 11:00 a.m. and 1:00 p.m. and between 6:00 p.m. and 8:00 p.m. Monday through Friday, excluding holidays defined as off-peak.
- C. The off-peak hours are defined as all other hours, plus holidays defined as off-peak.

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

- A. The on-peak hours are defined as the hours between 6:00 a.m. and 9:00 a.m. Monday through Friday, excluding holidays defined as off-peak.
- B. The shoulder hours are defined as the hours between 9:00 a.m. and noon and between 5:00 p.m. and 8:00 p.m. Monday through Friday, excluding holidays defined as off-peak.
- C. The off-peak hours are defined as all other hours, plus holidays defined as off-peak.

III. Off-Peak Holidays:

All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the Holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

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

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule R-TOU-33

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

SMALL GENERAL SERVICE
SCHEDULE SGS-33A

AVAILABILITY

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

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

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

CONTRACT DEMAND

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

MONTHLY RATE

I. For Single-Phase Service:

A. \$16.45 Customer Charge

B. Kilowatt-Hour Energy Charge:

10.808¢ per kWh for the first 750 kWh

9.168¢ per kWh for the next 1,250 kWh

8.722¢ per kWh for all additional kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$8.71.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month

Industrial/Public Authority Classification - \$24.56/month

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

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

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

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

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule SGS-33

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

SMALL GENERAL SERVICE
ALL-ENERGY TIME-OF-USE
SCHEDULE SGS-TOUE-33A

AVAILABILITY

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

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

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

APPLICABILITY

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

TYPE OF SERVICE

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

CONTRACT DEMAND

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

MONTHLY RATE

I. For Single-Phase Service:

A. Service used during the calendar months of June through September:

1. Basic Customer Charge:

\$16.45

B. Service used during the calendar months of October through May:

1. Basic Customer Charge:

\$16.45

2. kWh Energy Charge:

24.442¢ per on-peak kWh
 12.399¢ per shoulder kWh
 6.376¢ per off-peak kWh

2. kWh Energy Charge:

19.627¢ per on-peak kWh
 11.196¢ per shoulder kWh
 6.376¢ per off-peak kWh

Minimum Bill

The minimum monthly charge shall be the Basic Customer Charge.

II. For Three-Phase Service:

The bill computed for single-phase service plus \$8.71.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month
 Industrial/Public Authority Classification - \$24.56/month

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

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

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

- A. The on-peak hours are defined as the hours between 1:00 p.m. and 6:00 p.m. Monday through Friday, excluding holidays defined as off-peak.
- B. The shoulder hours are defined as the hours between 11:00 a.m. and 1:00 p.m. and between 6:00 p.m. and 8:00 p.m. Monday through Friday, excluding holidays defined as off-peak.
- C. The off-peak hours are defined as all other hours, plus holidays defined as off-peak.

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

- A. The on-peak hours are defined as the hours between 6:00 a.m. and 9:00 a.m. Monday through Friday, excluding holidays defined as off-peak.
- B. The shoulder hours are defined as the hours between 9:00 a.m. and noon and between 5:00 p.m. and 8:00 p.m. Monday through Friday, excluding holidays defined as off-peak.
- C. The off-peak hours are defined as all other hours, plus holidays defined as off-peak.

III. Off-Peak Holidays:

All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the Holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

SALES TAX

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

PAYMENTS

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

METERING OF CONSTANT LOADS

Company may use a standard meter, without demand or time of use registration capability, for customers with equipment that supports an expectation of constant operation. In such event, Company is permitted to request Customer to furnish engineering specifications, meter history results, or other evidence to support this decision. The Monthly Rate shall be the sum of (1) the Basic Customer Charge, (2) the Three-Phase Charge, if applicable, (3) the REPS Adjustment, and (4) a kWh Energy Charge of 7.994¢ per kWh. Customer shall notify Company in writing if Customer's equipment or mode of operation changes to no longer support an expectation of constant operation. Company may at any time conduct a test or install a demand meter to monitor the load characteristics and maximum 15-minute demand of Customer's electrical requirement and install a meter with demand and time of use capability, if deemed appropriate, and bill Customer pursuant to the charges stated above in the MONTHLY RATE provision thereafter.

CONTRACT PERIOD

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

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

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule SGS-TOUE-33
Effective for bills rendered on and after August 1, 2015
NCUC Docket No. E-2, Sub 1076

MEDIUM GENERAL SERVICE
SCHEDULE MGS-33A

AVAILABILITY

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

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

MONTHLY RATE

I. For Single-Phase Service:

- A. Customer Charge: \$20.32 per month
- B. Billing Demand: \$4.81 per kW
- C. Kilowatt-Hour Energy Charge:
7.120¢ per kWh for all kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$8.71.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month
Industrial/Public Authority Classification - \$24.56/month

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

CONTRACT DEMAND

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

BILLING DEMAND

The Billing Demand shall be the greater of: (1) the maximum kW registered or computed, by or from the Company's metering facilities, during any 15-minute interval within the current billing month; (2) 80% of the maximum 15-minute demand during the billing months of July through October of the preceding 11 billing months; (3) 60% of the maximum monthly 15-minute demand during the billing months of November through June of the preceding 11 billing months; (4) 75% of the Contract Demand until such time as the Billing Demand first equals or exceeds the effective Contract Demand; or (5) 30 kW.

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

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

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

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule MGS-33
Effective for bills rendered on and after August 1, 2015
NCUC Docket No. E-2, Sub 1076

SEASONAL OR INTERMITTENT SERVICE
SCHEDULE SI-33A

AVAILABILITY

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

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

CONTRACT DEMAND

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

MONTHLY RATE

- I. For those months when service is used:

For Single-Phase Service:

- A. \$20.32 Customer Charge
- B. Kilowatt-hour Energy Charge:
- 10.955¢ per kWh for the first 2,000 kWh
- 9.022¢ per kWh for all additional kWh

For Three-Phase Service:

The bill computed for single-phase service plus \$8.71.

- II. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month

Industrial/Public Authority Classification - \$24.56/month

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

- III. A charge will be added to the monthly bill in each of three consecutive months in each contract year to be referred to as facilities charge months. Facilities charge months shall begin with the first month service is taken or as specified in the Service Agreement but shall not begin later than the tenth month of the contract year. The charge to be added during each facilities charge month will be determined as follows:

- \$28.45 Customer Seasonal Charge
- \$ 1.98 per kW Facilities Charge for each kW of demand registered in the first facilities charge month or the maximum 15-minute registered demand in the previous 11 months or the Contract Demand, whichever is greater.

SALES TAX

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

PAYMENTS

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

REMOVAL OF FACILITIES

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

CONTRACT PERIOD

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

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule SI-33

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

SMALL GENERAL SERVICE
(TIME-OF-USE)
SCHEDULE SGS-TOU-33A

AVAILABILITY

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

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

APPLICABILITY

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

TYPE OF SERVICE

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

CONTRACT DEMAND

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

MONTHLY RATE

I. Service used during the calendar months of June through September:

A. Basic Customer Charge:

\$29.03

B. kW Demand Charge:

1. \$ 9.90 per kW for all kW of on-peak Billing Demand
2. \$ 1.51 per kW for all off-peak excess Billing Demand

C. kWh Energy Charge:

6.169¢ per on-peak kWh
4.993¢ per off-peak kWh

II. Service used during the calendar months of October through May:

A. Basic Customer Charge:

\$29.03

B. kW Demand Charge:

1. \$7.34 per kW for all kW of on-peak Billing Demand
2. \$1.51 per kW for all off-peak excess Billing Demand

C. kWh Energy Charge:

6.169¢ per on-peak kWh
4.993¢ per off-peak kWh

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month
Industrial/Public Authority Classification - \$24.56/month

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

IV. Minimum Bill:

The minimum monthly charge shall be the sum of (1) the Basic Customer Charge, (2) the REPS Adjustment, (3) 4.199¢ per kWh, and (4) \$1.51 per kW for the higher of: (a) the Contract Demand or (b) the maximum monthly 15-minute demand during the current and preceding 11 billing months.

BILLING DEMANDS

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

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

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

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

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

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

II. Off-Peak Hours:

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

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

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

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

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule SGS-TOU-33

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

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CHURCH SERVICE
(TIME-OF-USE)
SCHEDULE CH-TOUE-33A

AVAILABILITY

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

This Schedule is not available: (1) for residential service; (2) for short-term, construction, temporary, breakdown, standby, or supplementary service; (3) for resale service; (4) for a Contract Demand of 1,000 kW or more; (5) whenever the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months and an increase in the capacity of Company's facilities is required; (6) whenever the registered or computed demand equals or exceeds 1,500 kW; or (7) for electric service to a building which is wholly or partially used for other purposes not specifically provided for by the provisions of this Schedule.

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

APPLICABILITY

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

TYPE OF SERVICE

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

CONTRACT DEMAND

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

MONTHLY RATE

I. For Service used during the calendar months of June through September:

- A. Basic Customer Charge:
\$29.03
- B. kWh Energy Charge:
25.959¢ per on-peak kWh
6.687¢ per off-peak kWh

II. For Service used during the calendar months of October through May:

- A. Basic Customer Charge:
\$29.03
- B. kWh Energy Charge:
22.998¢ per on-peak kWh
6.687¢ per off-peak kWh

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month

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

IV. Minimum Bill:

The minimum monthly charge shall be the sum of (1) the Basic Customer Charge, (2) the REPS Adjustment, (3) 4.198¢ per kWh and (4) \$1.51 per kW for the higher of: (a) the Contract Demand or (b) the maximum monthly 15-minute demand registered or computed from Company's metering facilities during the current and preceding 11 billing months.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

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

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

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

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

II. Off-Peak Hours:

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

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

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

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule CH-TOUE-33
Effective for bills rendered on and after August 1, 2015
NCUC Docket No. E-2, Sub 1076

GENERAL SERVICE
(THERMAL ENERGY STORAGE)
SCHEDULE GS-TES-33A

AVAILABILITY

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

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

APPLICABILITY

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

TYPE OF SERVICE

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

CONTRACT DEMAND

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

MONTHLY RATE

I. Basic Customer Charge:

For Contract Demands less than 1,000 kW*	\$29.03
For Contract Demands of 1,000 kW or greater	\$154.85

*If the registered or computed demand equals or exceeds 1,200 kW in two or more of the preceding 12 months, the Basic Customer Charge shall be increased to \$154.85 thereafter.

II. kW Demand Charge:

	<u>Service Rendered During the Calendar Months Of:</u>	
	<u>June through September</u>	<u>October through May</u>
A. On-Peak Billing Demand	\$11.69 per kW	\$9.35 per kW
B. Off-Peak Excess Billing Demand	\$1.51 per kW	\$1.51 per kW

III. kWh Energy Charge:

5.026¢ per on-peak kWh
4.785¢ per off-peak kWh

IV. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month
Industrial/Public Authority Classification - \$24.56/month

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

V. Minimum Bill:

The minimum monthly charge shall be the sum of (1) the Basic Customer Charge, (2) the REPS Adjustment, (3) 4.198¢ per kWh, and (4) \$1.51 per kW for the higher of: (a) the Contract Demand or (b) the maximum monthly 15-minute demand during the current and preceding 11 billing months.

BILLING DEMANDS

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

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

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

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

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

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

II. Off-Peak Hours:

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

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule GS-TES-33

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

AGRICULTURAL POST-HARVEST PROCESSING
(EXPERIMENTAL THERMAL ENERGY STORAGE)
SCHEDULE APH-TES-33A

AVAILABILITY

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

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

APPLICABILITY

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

TYPE OF SERVICE

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

CONTRACT DEMAND

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

MONTHLY RATE

I. Basic Customer Charge:

\$29.03

II. kW Demand Charge:

<u>Service Rendered During the Calendar Months Of:</u>		
	<u>June through September</u>	<u>October through May</u>
A. On-Peak Billing Demand	\$11.69 per kW	\$9.35 per kW
B. Off-Peak Excess Billing Demand	\$ 1.51 per kW	\$1.51 per kW

III. kWh Energy Charge:

5.026¢ per on-peak kWh
4.785¢ per off-peak kWh

IV. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month
Industrial/Public Authority Classification - \$24.56/month

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

V. Minimum Bill:

The minimum monthly charge shall be the sum of (1) the Basic Customer Charge, (2) the REPS Adjustment, (3) 4.198¢ per kWh, and (4) \$1.51 per kW for the higher of: (a) the Contract Demand or (b) the maximum monthly 15-minute demand during the current and preceding 11 billing months.

BILLING DEMANDS

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

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

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

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

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

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

II. Off-Peak Hours:

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

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule APH-TES-33

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

LARGE GENERAL SERVICE
SCHEDULE LGS-33A

AVAILABILITY

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

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

APPLICABILITY

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

TYPE OF SERVICE

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

CONTRACT DEMAND

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

MONTHLY RATE

I. Basic Customer Charge:

\$154.85

II. kW Demand Charge:

\$11.23 per kW for the first 5,000 kW of Billing Demand
\$10.26 per kW for the next 5,000 kW of Billing Demand
\$ 9.29 per kW for all over 10,000 kW of Billing Demand

III. kWh Energy Charge:

5.575¢ per kWh

IV. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month

Industrial/Public Authority Classification - \$24.56/month

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

V. Transformation Discounts:

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

<u>Transmission Service</u>	<u>Distribution Service</u>
<u>Transformation Discount</u>	<u>Transformation Discount</u>
\$0.72/kW	\$0.55/kW
\$0.00042/kWh	\$0.00005/kWh

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

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

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

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

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

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

VI. Minimum Bill:

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

BILLING DEMAND

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

POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.34 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAr) registered by a demand meter suitable for measuring the demands used during a 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

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

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

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule LGS-33

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

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Aug 03 2015

LARGE GENERAL SERVICE
(TIME-OF-USE)
SCHEDULE LGS-TOU-33A

AVAILABILITY

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

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

APPLICABILITY

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

TYPE OF SERVICE

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

CONTRACT DEMAND

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

MONTHLY RATE

I. Basic Customer Charge:
\$154.85

II. kW Demand Charge:

	<u>Service Rendered During the Calendar Months Of:</u>	
	<u>June through September</u>	<u>October through May</u>
A. On-Peak Billing Demand:		
First 5,000 kW of Billing Demand	\$18.93 per kW	\$13.79 per kW
For the next 5,000 kW of Billing Demand	\$17.96 per kW	\$12.82 per kW
All over 10,000 kW of Billing Demand	\$16.99 per kW	\$11.86 per kW
B. All off-peak excess Billing Demand	\$ 1.15 per kW	\$ 1.15 per kW

III. kWh Energy Charge:

5.019¢ per on-peak kWh
4.535¢ per off-peak kWh

IV. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month
Industrial/Public Authority Classification - \$24.56/month

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

V. Transformation Discounts:

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

<u>Transmission Service</u>	<u>Distribution Service</u>
<u>Transformation Discount</u>	<u>Transformation Discount</u>
\$0.72/kW	\$0.55/kW
\$0.00042/kWh	\$0.00005/kWh

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

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

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

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

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

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

VI. Minimum Bill:

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

BILLING DEMANDS

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

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

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

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

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

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

II. Off-Peak Hours:

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

POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.34 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAR) registered by a demand meter suitable for measuring the demand used during a 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

SALES TAX

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

PAYMENTS

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

RIDER APPLICATIONS

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

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule LGS-TOU-33
Effective for bills rendered on and after August 1, 2015
NCUC Docket No. E-2, Sub 1076

LARGE GENERAL SERVICE
(REAL TIME PRICING)
SCHEDULE LGS-RTP-33A

AVAILABILITY

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

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

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

APPLICABILITY

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

TYPE OF SERVICE

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

CONTRACT DEMAND

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

CUSTOMER BASELINE LOAD (CBL)

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

SUBSEQUENT CBL ADJUSTMENT

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

CBL CALENDAR MAPPING

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

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

MONTHLY RATE

The monthly rate shall consist of the following charges:

I. RTP Administrative Charge:

\$85.17

II. RTP Base Charge:

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

III. RTP Hourly Energy Charge Adjustment:

RTP Hourly Energy Charge = $\Sigma\{\text{Hourly RTP Rate} \times (\text{Hourly Consumption} - \text{CBL Consumption})\}$

where:

Σ = The summation of the RTP charges and credits for each hour of the current billing month.

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

Hourly RTP Rate = $(\text{MENERGY} + \text{CAP} + \text{ADDER}) \times (1 + \text{TAXES})$

where:

MENERGY = Marginal Energy Cost per kilowatt-hour including marginal fuel, variable operating and maintenance expenses, and delivery losses

CAP = Tiered Capacity Charge per kilowatt-hour applicable whenever the day-ahead forecast of the ratio of hourly available generation to hourly demand is equal or less than 1.15

ADDER = $\beta \times (\text{Class Rate-Hourly Marginal Cost})$, but not less than zero

where:

β = a fixed value equal to 0.20

Class Rate = the prior calendar year average rate per kilowatt-hour under the conventional tariffs applicable to the LGS class, as updated annually effective with the February billing

Hourly Marginal Cost = the sum of the specific hour's kilowatt-hour price for MENERGY and CAP, all as defined above

TAXES = NC Regulatory Fee (currently 0.13%)

IV. Facilities Demand Charge:

per kW of Facilities Demand for service provided from:

Transmission System (voltage of 69 kV or higher) without transformation	\$1.14/kW
Transmission System (voltage of 69 kV or higher) with one transformation	\$1.86/kW
Distribution System (voltage below 69 kV) without transformation	\$2.57/kW
Distribution System (voltage below 69 kV) with one transformation	\$3.12/kW

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

V. Rider Adjustments:

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

where:

Actual Consumption = kWh consumed during the billing month

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

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

VI. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month
Industrial/Public Authority Classification - \$24.56/month

Upon written request, only one REPS Adjustment shall apply to each premise serving the same customer for all accounts of the same revenue classification. If a customer has accounts which serve

in an auxiliary role to a main account on the same premise, no REPS charge should apply to the auxiliary accounts regardless of their revenue classification (see Annual Billing Adjustments Rider BA).

PROVISION OF STANDBY SERVICE

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

POWER FACTOR ADJUSTMENT

When the power factor in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.34 multiplied by the difference between the maximum reactive kilovolt-amperes (kVAR) registered by a demand meter suitable for measuring the demand used during a 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

CUSTOMER RATE NOTIFICATION

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

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

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

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

GENERAL

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

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

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

Supersedes Schedule LGS-RTP-33

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

CHURCH AND SCHOOL SERVICE
SCHEDULE CSG-33A

AVAILABILITY

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

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

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

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

APPLICABILITY

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

TYPE OF SERVICE

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

MONTHLY RATE

- I. For Single-Phase Service:
 - A. Customer Charge: \$20.32
 - B. Kilowatt-hour Energy Charge: 16.268¢ per kWh
- II. For Three-Phase Service:

The bill computed for single-phase service plus \$8.71.

Minimum: The minimum charge shall be the sum of (1) the Customer Charge, (2) the Three-Phase charge, if applicable, (3) the REPS Adjustment, (4) \$2.51 for each kW, and (5) 4.198¢ per kWh. The kW of Demand shall be the greater of (a) the Contract Demand or (b) the maximum kW registered or computed, by or from Company's metering facilities, during any 15-minute interval within the current or preceding 11 billing months.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month

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

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule CSG-33

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

CHURCH AND SCHOOL SERVICE
SCHEDULE CSE-33A

AVAILABILITY

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

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

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

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

APPLICABILITY

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

TYPE OF SERVICE

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

MONTHLY RATE

- I. For Single-Phase Service:
 - A. Customer Charge: \$20.32
 - B. Kilowatt-hour Energy Charge: 13.141¢ per kWh
- II. For Three-Phase Service:

The bill computed for single-phase service plus \$8.71

Minimum: The minimum charge shall be the sum of (1) the Customer Charge, (2) the Three-Phase Charge, if applicable, (3) the REPS Adjustment, (4) \$2.51 for each kW, and (5) 4.198¢ per kWh. The kW of Demand shall be the greater of (a) the contract demand or (b) the maximum kW registered or computed, by or from Company's metering facilities, during any 15-minute interval within the current or preceding 11 billing months.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month

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

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule CSE-33
Effective for bills rendered on and after August 1, 2015
NCUC Docket No. E-2, Sub 1076

TRAFFIC SIGNAL SERVICE
SCHEDULE TSS-33A

AVAILABILITY

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

INSTALLATION

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

TYPE OF SERVICE

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

DEFINITIONS

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

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

MONTHLY RATE

I. MONTHLY RATE PER SIGNAL

TYPE OF SIGNAL	With Lamps of 70 Watts or Less(1) <u>Operating for a Maximum Day of</u>		With Lamps of 150 Watts or Less <u>Operating for a Maximum Day of</u>	
	<u>16 Hours/kWh</u>	<u>24 Hours/kWh</u>	<u>16 Hours/kWh</u>	<u>24 Hours/kWh</u>
Blinker Signal with One Lamp.....	\$ 1.82 / 19	\$2.47 / 28	\$3.29 / 33	\$4.60 / 49
One-way Signal with One Lamp.....	2.50 / 35	3.43 / 51	4.97 / 62	7.20 / 92
Two Lamps.....	3.01 / 35	4.02 / 51	6.11 / 62	8.43 / 92
Three Lamps.....	3.16 / 35	4.30 / 51	6.22 / 62	8.66 / 92
Four Lamps.....	4.01 / 50	5.62 / 75	8.60 / 91	11.96 / 135
Five Lamps (2).....	3.16 / 35	4.30 / 51	6.22 / 62	8.66 / 92

(1) When a customer elects to install a lamp of 120 watts or less, in lieu of 70 watts or less, in the red cycle of a One-way Signal with two or more lamps, then the rates for all One-way Signals with two, three, or four lamps will be increased by \$0.92 and \$1.18, respectively, for 16 hours and 24 hours of operation.

(2) Used as indicating signals for a turning lane of traffic.

II. Multi-Direction Signal

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

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month

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

- IV. Minimum: The amount computed under the above rates but not less than \$16.45 plus the REPS Adjustment.

PAYMENTS

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

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

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

SALES TAX

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule TSS-33

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

TRAFFIC SIGNAL SERVICE (METERED)
SCHEDULE TFS-33A

AVAILABILITY

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

INSTALLATION

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

APPLICABILITY

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

TYPE OF SERVICE

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

MONTHLY RATE

I. For Single-Phase Service:

A. For the cost to bill and provide facilities necessary to support consumption of electricity:

\$16.45 Customer Charge

B. For the cost of electricity consumed:

Kilowatt-Hour Energy Charge: 7.535¢ per kWh

II. For Three-Phase Service:

The bill computed for single-phase service plus \$8.71.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month

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

PAYMENTS

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

CONTRACT PERIOD

The Contract Period shall not be less than one year.

GENERAL

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

SALES TAX

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule TFS-33
Effective for bills rendered on and after August 1, 2015
NCUC Docket No. E-2, Sub 1076

AREA LIGHTING SERVICE
SCHEDULE ALS-33B

AVAILABILITY

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

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

SERVICE

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

MONTHLY RATE

I. Overhead Service

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

	Monthly Charge Per Fixture	Monthly kWh Per Fixture
<u>Sodium Vapor Units</u>		
9,500 lumen	\$11.38	46
16,000 lumen	13.40	59
28,500 lumen	16.97	109
50,000 lumen	23.52	152
50,000 lumen flood	26.35	168
<u>Metal Halide Units</u>		
9,000 lumen	\$13.23	41
20,000 lumen	19.70	94
33,000 lumen	25.75	133
110,000 lumen	52.67	370
<u>Light Emitting Diode Units</u>		
LED 50	\$7.87	18
LED 75	8.19	25
LED 105	10.11	35
LED 150	13.12	54
LED 215	16.17	73
LED 280	18.57	101
LED 420	42.64	142

	Monthly Charge Per Fixture	Monthly kWh Per Fixture
<u>Lighting Fixtures - No Longer Available to New Applicants</u>		
5,800 lumen (Sodium Vapor) ¹	\$ 7.15	29
7,000 lumen semi-enclosed (Mercury Vapor) ¹	9.31	69
7,000 lumen (Mercury Vapor) ¹	10.61	69
12,000 lumen (Retrofit Sodium Vapor) ¹	12.97	59
21,000 lumen (Mercury Vapor) ¹	17.42	149
21,000 lumen flood (Mercury Vapor) ¹	20.98	160
22,000 lumen (Sodium Vapor) ²	14.72	86
38,000 lumen (Retrofit Sodium Vapor) ¹	19.63	135
40,000 lumen (Metal Halide) ³	27.32	160
60,000 lumen (Mercury Vapor) ¹	36.12	382
60,000 lumen flood (Mercury Vapor) ¹	38.80	382

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

Restricted Lumen Classification	Default Replacement Classification*
5,800 lumen sodium vapor	LED 50
7,000 lumen MV	LED 50
21,000 lumen MV	LED 150
60,000 lumen MV	LED 280
12,000 lumen RSV	LED 50
38,000 lumen RSV	LED 215

* Whenever a comparable LED fixture is available, an LED fixture shall be installed; otherwise, the default fixture will be a comparable sodium vapor source.

- ² Not available for new installations, except to existing customers for additional units of the same type on the same or contiguous property.
- ³ Not available for new installations, unless available in inventory. Upon failure of a 40,000 lumen fixture, it will be replaced at no charge with a similar style 33,000 lumen fixture and the monthly rate for the new fixture will apply.

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

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

LED Rate (Standard Offer):

	Monthly Charge Per Fixture*	Monthly kWh Per Fixture
Fixture		
LED 75	\$6.34 ¹	25
LED 105	9.08 ¹	35
LED 215	13.48 ¹	73
LED 205 Site Lighter	13.50	69

* In addition to the Rate, Customer shall pay a monthly charge of 1.3% times the cost difference between the estimated installed cost of a DEP-approved fixture and the LED fixture cost allowance for the stated lumen category in accordance with the ADDITIONAL FACILITIES paragraph below. The monthly charge shall not be less than zero.

¹ The LED 75, LED 105, and LED 215 are not available to new installations under the Standard Option effective September 15, 2014.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Residential Classification -	\$0.83/month
Commercial/Governmental Classification -	\$6.11/month
Industrial/Public Authority Classification -	\$24.56/month

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

IV. Underground Service

For underground service, the monthly bill will be increased by \$3.37 per pole or, in lieu thereof, a one-time contribution of \$521.00 per pole. The monthly pole charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The monthly pole charge defined below will also be applicable to underground service.

V. Special Area Lighting Poles and Posts

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

	Monthly Charge <u>Per Pole or Post</u>
Wood	\$2.05
Metal*, Fiberglass, or Post	4.87
12-Foot Smooth Concrete Post**	9.49
16-Foot Smooth Concrete Post**	10.44
Decorative Square Metal	10.44
13-Foot Fluted Concrete Post**	14.25
Decorative Aluminum 12-Foot Post	17.09
Decorative 35- or 39-Foot Tapered Metal Pole	27.14

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

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

V. Masterpiece Series Standard Facilities

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

Masterpiece Series Standard Facilities is as follows:

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

Masterpiece Series A Fixture	\$ 2.90
Masterpiece Series B Fixture	\$ 4.84

Masterpiece Series Decorative Posts:

Masterpiece Series A 12-Foot decorative metal post	\$17.09
Masterpiece Series A 16-Foot decorative metal post	\$20.89

Masterpiece Series Bracket:

Masterpiece Series A Twin Mounting Bracket	\$ 7.26
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ADDITIONAL FACILITIES

In addition to the MONTHLY RATE, Customer shall pay a monthly facilities charge when facilities are requested that exceed facilities normally supplied by Company to render lighting service. Customer shall pay a Monthly Facilities Charge of 1.3 percent of the estimated original installed cost of the Special Facilities. In lieu of the Monthly Facilities Charge of 1.3 percent, Customer may elect to make a nonrefundable contribution of the cost of the Special Facilities and shall pay a Monthly Facilities Charge of 0.5 percent of the estimated original installed cost of the special facilities thereafter, except as provided below. Special Facilities that are considered to be above normal include, but are not limited to, the following:

- I. Upon Company review and approval, multiple lighting fixtures may be installed per pole. Special facilities shall be considered as the estimated installed cost of the facilities necessary to serve the multiple fixture installation in excess of that normally required to provide standard area lighting service.
- II. Special facilities shall include any distribution transformer and/or primary conductor extension.
- III. For a work request installing an underground circuit, special facilities shall include any conductor length in excess of an average of 250 feet per span. Customer may elect to make a nonrefundable contribution of the estimated installed cost of an underground circuit deemed to be Special facilities without being required to pay a monthly facilities charge.
- IV. Special Facilities shall include special nonstandard poles and posts not listed above in MONTHLY RATE.
- V. For nonstandard fixtures not included in the MONTHLY RATE provision above, the monthly charge will be the charge in accordance with the MONTHLY RATE and the Special Facilities shall be the difference between the estimated installed cost of the nonstandard fixture and the estimated installed cost of the equivalent standard fixture.
- VI. The cost of a bracket or mast arm in excess of the standard facilities for a given fixture type shall be considered as Special Facilities.

NONREFUNDABLE CONTRIBUTION

- I. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than Company's normal materials and methods, Customer will contribute the additional cost except when the Service Extension Provision as stated below is applicable.
- II. Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.

- III. Service supplied under the MONTHLY RATE in this Schedule does not include the conversion of existing overhead secondary conductors to underground. Should Customer desire such a conversion under this Schedule, Customer will contribute to Company, in addition to the applicable contributions above, the estimated net loss in salvage value of the overhead facilities being removed. The Customer will thereafter pay the applicable rate for underground service.

SERVICE EXTENSIONS

The installation of lighting fixtures or poles shall be in a location that is readily accessible by a Company truck to support installation and maintenance of Company facilities.

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

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

- (a) One year when the lighting unit will be mounted on Company's existing distribution pole (excluding temporary service poles), no more than one additional span of overhead secondary conductor is required, and no additional facilities are required;
- (b) Three years for overhead service other than those which comply with the one-year term provisions, and (d) or (e) does not apply; or
- (c) Five years for underground service; or
- (d) Ten years for service to all Masterpiece Series facilities, LED facilities (but only if installed under the Rate plus a monthly charge option), and for service utilizing fixtures, poles, and posts determined by Company as Special Order nonstandard; or
- (e) Twenty years for service utilizing fixtures, poles, and posts determined by Company as Custom Design nonstandard.
- (f) For temporary lighting facilities, the Customer shall pay the total estimated installed cost plus removal cost minus salvage value of the facilities installed to provide such service in lieu of a Contract Period.

The Contract Period shall extend from year to year thereafter until terminated by Customer or Company. Customer may terminate the Agreement before the expiration of the initial Contract Period by paying to Company a sum of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial Contract Period.

Company may require Customer to initially make a termination deposit which will not exceed the termination amount computed in accordance with the above paragraph. Such termination deposit will be refunded in equal amounts at the end of each full year service is rendered. This annual refund will be the

termination deposit divided by the number of years in the Contract Period.

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule ALS-33A
Effective for bills rendered on and after August 1, 2015
NCUC Docket No. E-2, Sub 1076

STREET LIGHTING SERVICE
SCHEDULE SLS-33B

AVAILABILITY

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

SERVICE

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

MONTHLY RATE

I. Overhead Service

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

	Monthly Charge Per Fixture	Monthly kWh Per Fixture
<u>Sodium Vapor</u>		
9,500 lumen	\$ 9.82	46
16,000 lumen	13.10	59
28,500 lumen	17.22	109
50,000 lumen	20.68	152
<u>Metal Halide Units</u>		
9,000 lumen	\$12.57	41
20,000 lumen	18.90	94
33,000 lumen	24.70	133
110,000 lumen	51.30	370
<u>Light Emitting Diode Units</u>		
LED 50	\$7.87	18
LED 75	8.19	25
LED 105	10.11	35
LED 150	13.12	54
LED 215	16.17	73
LED 280	18.57	101
LED 420	42.64	142
<u>Lighting Fixtures - No Longer Available to New Applicants</u>		
5,800 lumen (sodium vapor) ¹	\$ 7.13	29
7,000 lumen semi-enclosed (mercury vapor) ¹	9.75	69
7,000 lumen (mercury vapor) ¹	10.45	69
12,000 lumen (Retrofit Sodium Vapor) ¹	11.43	59
21,000 lumen (mercury vapor) ¹	16.85	149
22,000 lumen (Sodium Vapor) ²	14.40	86
38,000 lumen (Retrofit Sodium Vapor) ¹	17.81	135
40,000 lumen (metal halide) ³	26.30	160
60,000 lumen (mercury vapor) ¹	35.74	382

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

Restricted Lumen Classification	Default Replacement Classification*
5,800 lumen sodium vapor	LED 50
7,000 lumen MV	LED 50
21,000 lumen MV	LED 150
60,000 lumen MV	LED 280
12,000 lumen RSV	LED 50
38,000 lumen RSV	LED 215

* Whenever a comparable LED fixture is available, an LED fixture shall be installed; otherwise, the default fixture will be a comparable high pressure sodium source.

- ² Not available for new installations, except to existing customers for additional units of the same type on the same or contiguous property.
- ³ Not available for new installations, unless available in inventory. Upon failure of a 40,000 lumen fixture, it will be replaced at no charge with a similar style 33,000 lumen fixture and the monthly rate for the new fixture will apply.

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

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

A. LED Rate (Standard Option):

<u>Fixture</u>	<u>Monthly Charge Per Fixture*</u>	<u>Monthly kWh Per Fixture</u>
LED 75	\$6.34 ¹	25
LED 105	9.08 ¹	35
LED 215	13.48 ¹	73
LED 205 Site Lighter	13.50	69

* In addition to the Rate, Customer shall pay a monthly charge of 1.3% times the cost difference between the estimated installed cost of a DEP-approved fixture and the LED fixture cost allowance for the stated lumen category in accordance with the ADDITIONAL FACILITIES paragraph below. The monthly charge shall not be less than zero.

¹ The LED 75, LED 105, and LED 215 are not available to new installations under the Standard Option effective September 15, 2014.

- B. LED Rate (Customer-Ownership Option): The Customer-Ownership Option is not available for new installations effective September 15, 2014. Customer with existing installations installed prior to this date shall provide a DEP-approved LED fixture at no cost to Company for installation on Company's system distribution poles. Customer retains full ownership of the fixture and after removal from service will be picked up by the Customer.

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

	<u>Monthly Charge Per</u>	<u>Monthly kWh Per</u>
<u>Fixture</u>	<u>Fixture</u>	<u>Fixture</u>
LED 75	\$5.54	25
LED 105	6.05	35
LED 215	7.85	73
LED 205 Site Lighter	7.66	69

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month

Industrial/Public Authority Classification - \$24.56/month

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

IV. Underground Service

For underground service, the monthly bill will be increased by \$3.37 per pole, or in lieu thereof, a one-time contribution of \$521.00 per pole. The monthly charge, if selected, may be terminated at any time upon payment by Customer of the one-time contribution. The monthly pole charge defined below will also be applicable to underground service.

V. Special Street Lighting Poles and Posts

	<u>Monthly Charge</u> <u>Per Pole or Post</u>
Wood	\$ 1.55
Metal*, Fiberglass, or Post	2.71
12-Foot Smooth Concrete Post**	9.49
Decorative Square Metal	11.25
16-Foot Smooth Concrete Post**	10.44
13-Foot Fluted Concrete Post**	14.25
Decorative Aluminum 12-Foot Post	17.09
Decorative 35- or 39-Foot Tapered Metal Pole	27.14
System Metal	0.93

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

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

VI. Masterpiece Series Standard Facilities

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

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

Masterpiece Series A Fixture	\$ 2.90
Masterpiece Series B Fixture	\$ 4.84

Masterpiece Series Decorative Posts:

Masterpiece Series A 12-Foot decorative metal post	\$17.09
Masterpiece Series A 16-Foot decorative metal post	\$20.89

Masterpiece Series Bracket:

Masterpiece Series A Twin Mounting Bracket	\$7.26
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ADDITIONAL FACILITIES

In addition to the MONTHLY RATE, Customer shall pay a monthly facilities charge when facilities are requested that exceed facilities normally supplied by Company to render lighting service. Customer shall pay a Monthly Facilities Charge of 1.3 percent of the estimated original installed cost of the Special Facilities. In lieu of the Monthly Facilities Charge of 1.3 percent, Customer may elect to make a nonrefundable contribution of the cost of the Special Facilities and shall pay a Monthly Facilities Charge of 0.5 percent of the estimated original installed cost of the special facilities thereafter, except as provided below. Special Facilities that are considered to be above normal include, but are not limited to, the following:

- I. Upon Company review and approval, multiple lighting fixtures may be installed per pole. Special facilities shall be considered as the estimated installed cost of the facilities necessary to serve the multiple fixture installation in excess of that normally required to provide standard area lighting service.
- II. Special facilities shall include any distribution transformer and/or primary conductor extension.
- III. For a work request installing an underground circuit, special facilities shall include any conductor length in excess of an average of 250 feet per span. Customer may elect to make a nonrefundable contribution of the estimated installed cost of an underground circuit deemed to be Special facilities without being required to pay a monthly facilities charge.
- IV. Special Facilities shall include special nonstandard poles and posts not listed above in MONTHLY RATE.
- V. For nonstandard fixtures not included in the MONTHLY RATE provision above, the monthly charge will be the charge in accordance with the MONTHLY RATE and the Special Facilities shall be the difference between the estimated installed cost of the nonstandard fixture and the estimated installed cost of the equivalent standard fixture.
- VI. The cost of a bracket or mast arm in excess of the standard facilities for a given fixture type shall be considered as Special Facilities.

NONREFUNDABLE CONTRIBUTION

- I. In the event that rock, unstable soil, or other conditions require the use of materials and methods of installation other than Company's normal materials and methods, Customer will contribute the additional cost except when the Service Extension Provision as stated below is applicable.
- II. Customer will contribute the estimated cost of installing cables under paved or landscaped surface areas; however, Customer may cut and replace the pavement or surface in lieu of making the contribution.
- III. Service supplied under the MONTHLY RATE in this Schedule does not include the conversion of existing overhead street lighting circuits to underground. Should Customer desire such a conversion under this Schedule, Customer will pay to Company, in addition to the applicable contribution and charges herein, the estimated net investment

depreciated, plus removal cost, less salvage value of the overhead conductor being removed.

SERVICE EXTENSION

The installation of lighting fixtures or poles shall be in a location that is readily accessible by a Company truck to support installation and maintenance of Company facilities.

SALES TAX

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

PAYMENTS

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

CONTRACT PERIOD

The Contract Period shall not be less than the following:

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

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule SLS-33A

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

STREET LIGHTING SERVICE SCHEDULE SLR-33A
(RESIDENTIAL SUBDIVISIONS AND NEIGHBORHOODS)

AVAILABILITY

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

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

SERVICE

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

MONTHLY RATE

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

	<u>Monthly Charge Per Customer</u>
OVERHEAD DISTRIBUTION AREA:	
Bracket-mounted, enclosed luminaire on approved wood pole:	
1 light per 10 customers or major fraction thereof:	
7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor	\$1.24
LED 50 light emitting diode	0.97
1 light per 5 customers or major fraction thereof:	
7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor	2.49
LED 50 light emitting diode	1.94
1 light per 3 customers or major fraction thereof:	
7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor	4.08
LED 50 light emitting diode	3.17
UNDERGROUND DISTRIBUTION AREA:	
Bracket-mounted, enclosed luminaire on approved wood pole:	
1 light per 10 customers or major fraction thereof:	
7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor	1.70
LED 50 light emitting diode	1.38

1 light per 5 customers or major fraction thereof:	
7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor	3.42
LED 50 light emitting diode	2.77

1 light per 3 customers or major fraction thereof:	
7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor	5.63
LED 50 light emitting diode	4.55

Bracket-mounted, enclosed luminaire on standard fiberglass or metal* pole or approved direct burial post:

1 light per 10 customers or major fraction thereof:	
7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor	1.93
LED 50 light emitting diode	1.60

1 light per 6 customers or major fraction thereof:	
7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor	3.22
LED 50 light emitting diode	2.67

1 light per 3 customers or major fraction thereof:	
7,000 lumen mercury vapor ¹ or 9,500 lumen sodium vapor	6.38
LED 50 light emitting diode	5.27

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

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

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

¹ Mercury vapor or retrofit sodium vapor fixtures are not available to new installations. Upon failure of the lamp, fixture or ballast or earlier pursuant to Commission Rule R8-47, these fixtures shall be replaced at no charge with a comparable LED 50 fixture. When a comparable LED fixture isn't available, a comparable sodium vapor fixture shall be installed.

SALES TAX

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

ANNEXATION CONSIDERATIONS

- I. If any of the following conditions exist, the developer of the subdivision or neighborhood will be required to obtain from the municipal governing agency its written approval of the street lighting service being provided under this Schedule and the number and location of the lights to be installed:
 - A. The subdivision or neighborhood abuts a boundary of the municipality.
 - B. It is known that the subdivision or neighborhood will be annexed into the municipality.
 - C. The municipal governing agency has enacted a subdivision or neighborhood control ordinance which applies to the subdivision or neighborhood or any portion thereof.
- II. If the subdivision or neighborhood is subsequently annexed and the municipality accepts the street lighting under a street lighting service contract on the rate for the equivalent lighting unit, the following will apply:
 - A. Overhead Distribution: If the municipality accepts the street lighting service under Street Lighting Service Schedule SLS, no monthly customer charge will be applied to the subdivision or neighborhood residents.

- B. Underground Distribution: If the municipality accepts the street lighting service under Street Lighting Service Schedule SLS and agrees to pay the contribution under the schedule for the street lighting system, no monthly customer charge will be applied to the subdivision or neighborhood residents. If the municipality accepts the street lighting service but does not agree to pay the contribution for the underground system, the monthly customer charges will be reduced according to the following schedule:

Lights per Customer	Pole type	Monthly Customer Charge		
		7,000 lumen	9,500 lumen	LED 50
1 light per 10	Wood	\$0.30	\$0.41	\$0.38
1 light per 10	Post, Fiberglass or Metal	\$0.36	\$0.50	\$0.40
1 light per 5	Wood	\$0.56	\$0.75	\$0.76
1 light per 6	Post, Fiberglass or Metal	\$0.61	\$0.86	\$0.67
1 light per 3	Wood	\$0.66	\$0.90	\$1.26
1 light per 3	Post, Fiberglass or Metal	\$0.71	\$1.01	\$1.33

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

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

NONREFUNDABLE CONTRIBUTION

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

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

EXISTING SUBDIVISIONS OR NEIGHBORHOODS

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

PAYMENTS

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

CONTRACT PERIOD

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule SLR-33
Effective for bills rendered on and after August1, 2015
NCUC Docket No. E-2, Sub 1076

SPORTS FIELD LIGHTING
SCHEDULE SFLS-33A

AVAILABILITY

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

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

APPLICABILITY

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

TYPE OF SERVICE

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

EXTENSION OF FACILITIES

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

MONTHLY RATE

I. For Single-Phase Service:

- | | |
|---------------------------------|----------------|
| A. Basic Customer Charge | \$20.32 |
| B. Billing Demand: | \$1.33 per kW |
| C. Kilowatt-hour Energy Charge: | 7.191¢ per kWh |

II. For Three-Phase Service:

The bill computed for single-phase service plus \$8.71.

III. Renewable Energy Portfolio Standard (REPS) Adjustment:

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

Commercial/Governmental Classification - \$6.11/month

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

BILLING DEMAND

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

SALES TAX

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

BILLING

The billing to Customer will be continuous from the beginning to the end of each complete season or period of special use, and service will not be disconnected until the end of each complete season or period of special use. If the season or period of use is for less than 30 consecutive days, Customer will be billed the estimated cost of connecting and disconnecting service, which estimated cost shall not be less than \$17.00.

PAYMENTS

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

CONTRACT PERIOD

The Contract Period shall not be less than one month, unless Customer agrees to pay the estimated cost of connection and disconnection, which estimated cost shall be \$16.45.

GENERAL

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

ADDITIONAL CHARGES

The MONTHLY RATE also includes fuel and DSM/EE rates set forth in Annual Billing Adjustments Rider BA.

Supersedes Schedule SFLS-33
Effective for bills rendered on and after August 1, 2015
NCUC Docket No. E-2, Sub 1076

ANNUAL BILLING ADJUSTMENTS
RIDER BA-9A

APPLICABILITY – RATES INCLUDED IN TARIFF CHARGES

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

Billing Adjustment Factors (¢/kWh)*					
Rate Class	Fuel and Fuel-Related Adjustment		DSM/EE Adjustment		Net Adjustment
	Rate ⁽¹⁾	EMF ⁽²⁾	Rate ⁽³⁾	EMF ⁽⁴⁾	
Residential	-0.054	0.171	0.405	0.021	0.543
Applicable to Schedules: RES, R-TOUD, R-TOUE & R-TOU					
Small General Service	-0.205	0.379	0.350	0.009	0.533
Applicable to Schedules: SGS, SGS-TOUE, SGS-TOU-CL (constant load), TSF & TSS					
Medium General Service	-0.275	0.385	0.350	0.009	0.469
Applicable to Schedules: MGS, SGS-TOU, SI, CH-TOUE, GS-TES, APH-TES, CSG, CSE					
Large General Service	-0.496	0.485	0.350	0.009	0.348
Applicable to Schedules: LGS, LGS-TOU, LGS-RTP					
Lighting	-0.699	0.563	0.102	0.010	-0.024
Applicable to Schedules: ALS, SLS, SLR & SFLS					

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

Billing Adjustment Factors Description:

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

The fuel rate included in base tariff rates was adjusted pursuant to Base Rate Rider BR-1 effective December 1, 2014 to 3.017¢/kWh for RES, 3.005¢/kWh for SGS, 2.925¢/kWh for MGS, 2.962¢/kWh for LGS and 3.660¢/kWh for Lighting, including a regulatory fee.

Demand Side Management/Energy Efficiency “Opt-Out” Option

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

$$\text{DSM/EE Credit} = \text{DSM/EE Rate Credit} + \text{DSM/EE EMF Credit}$$

Where:

DSM/EE Rate Credit = Billed kWh times DSM/EE Rate*

DSM/EE EMF Credit = Billed kWh times DSM/EE EMF Rate*

* The DSM/EE Rate and EMF shall be as shown in the above table for the schedule applicable to Customer's monthly bill.

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

APPLICABILITY – RATES NOT INCLUDED IN TARIFF CHARGES

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

Billing Adjustment Factors Per Customer (\$/month)*			
Revenue Class	REPS Rate ⁽⁵⁾	REPS EMF ⁽⁶⁾	Net Billing Rate
Residential	\$ 0.88 per month	-\$0.05 per month	\$ 0.83 per month
Commercial/Public Streets and Highways	\$ 4.95 per month	\$1.16 per month	\$ 6.11 per month
Industrial/Public Authority	\$17.64 per month	6.92 per month	\$24.56 per month

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

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

Billing Adjustment Factors Description:

- (5) The Renewable Energy Portfolio Standard (REPS) Rate is adjusted annually to reflect research and development costs and incremental costs incurred to comply with the state's Renewable Energy and Energy Efficiency Portfolio Standard (REPS).
- (6) The Renewable Energy Portfolio Standard Experience Modification Factor (REPS EMF) Rate is adjusted annually to recover the difference between reasonable and prudently incurred REPS costs and REPS revenues realized during the period under review and shall remain in effect for a fixed 12 month period.

SALES TAX

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

The DSM/EE EMF, Fuel and Fuel-Related Adjustment EMF and REPS EMF are effective for service rendered through November 30, 2015.

Supersedes Rider BA-9

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

RESIDENTIAL SERVICE
ENERGY CONSERVATION DISCOUNT
RIDER RECD-1L

AVAILABILITY

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

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

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

MONTHLY RATE

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

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

Where:

Incremental Adjustment Rate is 0.021 cents per kilowatt-hour. The Incremental Adjustment Rate is calculated as 5% times the DSM/EE Billing Adjustment (sum of the DSM/EE Rate and DSM/EE EMF) applicable to the residential rate class stated in Annual Billing Adjustment Rider BA.

ENERGY CONSERVATION STANDARDS

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

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

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

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

SALES TAX

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

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

NET METERING FOR RENEWABLE ENERGY FACILITIES
RIDER NM-4B

AVAILABILITY

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

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

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

TYPE OF SERVICE

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

MONTHLY RATE

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

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

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

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

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

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

DEFINITIONS

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

SPECIAL CONDITIONS

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

CONTRACT PERIOD

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

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

GENERAL

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

Supersedes Rider NM-4A

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

NC GREENPOWER PROGRAM
RIDER GP-2A

AVAILABILITY

This Rider is available on a voluntary basis in conjunction with any of Company's Schedules for Customer who contracts with Company for a block or blocks of electricity produced from Renewable Resources provided through the statewide NC GreenPower Program. This Rider is available until March 31, 2016, and shall automatically extend thereafter unless modified or revised by order of the North Carolina Utilities Commission.

The maximum number of customers participating under this Rider shall be determined by the maximum number of blocks of electricity available through the NC GreenPower Program.

This Rider is not for temporary service or for resale service.

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

MONTHLY RATE

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

\$4.00 per block

This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatt-hour consumption.

Customer may change the number of monthly blocks purchased once during each year unless otherwise authorized by Company.

DEFINITIONS

1. Block of Electricity
A block of electricity is equal to 50 kWh plus a contribution for the installation of PV generation projects at schools.
2. Renewable Resources
For purposes of this tariff, Renewable Resources are those renewable resources included in the NC GreenPower Program, which include such renewable resources as solar, wind, small hydro, and biomass placed in service after January 1, 2001 and used to generate electricity delivered to the electric grid in North Carolina.

SALES TAX

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

SPECIAL CONDITIONS

The actual amount of electricity provided by Renewable Resources under this Rider to the statewide electricity grid in North Carolina during any specific month may vary from the number of blocks customers have purchased. However, a true-up of the delivery of the blocks to the purchase of blocks shall be completed within two years of the purchase.

The electricity purchased from the Renewable Resources may not be specifically delivered to Customer, but will displace electricity that would have otherwise been produced from traditional generating facilities for delivery to customers within the State of North Carolina. This electricity shall be provided to the electricity grid.

DISTRIBUTION OF RIDER FUNDS

Fifty-percent (50%) of the charges under this Rider will be used to offset the higher cost of producing, purchasing, and/or acquiring the Renewable Resources. The remaining charge shall be used on a matching contribution basis to pay up to fifty-percent (50%) of the installation of solar PV generation projects at schools, not to exceed \$10,000 per school. Customers participating in this program who desire other than a 50/50 distribution, as described above, must make arrangements for alternative distribution percentages with NC GreenPower Corporation. Customers participating in this program agree that their name, address, and the number of blocks purchased may be disclosed to NC GreenPower Corporation.

The funds, less applicable taxes, collected from customers under this Rider will be distributed as follows:

1. To the North Carolina Advanced Energy Corporation, hereafter called "NCAEC", a nonprofit corporation, for the operational and administrative costs of the NCAEC necessary to administer and promote the state-wide NC GreenPower Program, and
2. To the NCAEC who will provide incremental payments to the generators of the Renewable Resources and schools selected by the NCAEC for the participation in the NC GreenPower Program.

CONTRACT PERIOD

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

GENERAL

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

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

Supersedes Rider GP-2

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

NC GREENPOWER PROGRAM
RENEWABLE RIDER REN-1C

AVAILABILITY

This Rider is available on a voluntary basis in conjunction with any of Company's Schedules for Customer who contracts with Company for a block or blocks of electricity produced from Renewable Resources provided through the statewide NC GreenPower Program.

The maximum number of customers participating under this Rider shall be determined by the maximum number of blocks of electricity available through the NC GreenPower Program.

This Rider is not available for temporary, for resale service, or for Customer purchases of less than 100 blocks of electricity under this Rider.

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

MONTHLY RATE

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

\$2.50 per block

The minimum monthly charge shall be a charge for 100 blocks of electricity.

This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatt-hour consumption.

DEFINITIONS

1. Block of Electricity
A block of electricity is equal to 100 kWh.
2. Renewable Resources
For purposes of this tariff, Renewable Resources are those renewable resources included in the NC GreenPower Program used to generate electricity delivered to the electric grid in North Carolina, which include such renewable resources as solar, wind, small hydro and biomass.

SALES TAX

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

SPECIAL CONDITIONS

The actual amount of electricity provided by Renewable Resources under this Rider to the statewide electricity grid in North Carolina during any specific month may vary from the number of blocks customers have purchased. However, a true-up of the delivery of the blocks to the purchase of blocks shall be completed within two years of the purchase.

The electricity purchased from the Renewable Resources may not be specifically delivered to Customer, but will displace electricity that would have otherwise been produced from traditional generating facilities for delivery to customers within the State of North Carolina. This electricity shall be provided to the electricity grid.

DISTRIBUTION OF RIDER FUNDS

Charges under this Rider will be used to offset the higher cost of producing, purchasing, and/or acquiring the Renewable Resources.

The funds, less applicable taxes, collected from customers served under this Rider will be distributed as follows:

1. To the North Carolina Advanced Energy Corporation, hereafter called "NCAEC", a nonprofit corporation, for the operational and administrative costs of the NCAEC necessary to administer and promote the state-wide NC GreenPower Program, and
2. To the NCAEC who will provide incremental payments to the generators of the Renewable Resources selected by the NCAEC for the participation in the NC GreenPower Program.

CONTRACT PERIOD

The Contract Period under this Rider shall be for one (1) year. After the initial period, Customer or Company may terminate service under this Rider by giving the other party at least thirty (30) days previous written notice.

GENERAL

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

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

Supersedes Rider REN-1B

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

NC CARBON OFFSET PROGRAM
RIDER COP-2B

AVAILABILITY

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

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

GENERAL PROVISIONS

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

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

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

DEFINITIONS

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

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

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

MONTHLY RATE

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

\$4.00 per block per month

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

CONTRACT PERIOD

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

GENERAL

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

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

Supersedes Rider COP-2A

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

PUBLIC HOUSING PROJECT SERVICE
RIDER NO. 18N

AVAILABILITY

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

DEFINITION

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

REIMBURSEMENT

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

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

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

CAMPGROUND AND MARINA
RIDER CM-1D

AVAILABILITY

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

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

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

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

MILITARY SERVICE
RIDER NO. 28R

AVAILABILITY

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

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

Supersedes Rider No. 28O
Effective for service rendered on and after August 1, 2015
NCUC Docket No. E-2, Sub 1076

TRANSITION
RIDER TR-1D

AVAILABILITY

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

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

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

MONTHLY RATE

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

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

Where: N = number of months Customer has received electric service under this Rider.

 RS = the monthly billing under the rate schedule and riders specified in the Service Agreement for the current billing month.

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

The Adjustment shall not be less than zero.

CONTRACT PERIOD

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

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

UNMETERED SERVICE
RIDER US-3B

AVAILABILITY

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

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

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

MONTHLY RATE

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

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

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

HIGHLY FLUCTUATING OR INTERMITTENT LOAD
RIDER NO. 90

AVAILABILITY

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

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

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

HIGHLY FLUCTUATING OR INTERMITTENT LOAD

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

MONTHLY RATE

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

1. \$0.44 per kVa for each kVa of Highly Fluctuating or Intermittent Load as determined above.
2. An amount equal to the Monthly Facilities Charge specified in the Company's Service Regulations times the cost of the additional distribution and transmission line capacity installed to provide for the Highly Fluctuating or Intermittent Load.

CONTRACT PERIOD

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

Supersedes Rider No. 9M
Effective for bills rendered on and after August 1, 2015
Docket No. E-2, Sub 1076

STANDBY AND SUPPLEMENTARY SERVICE
RIDER NO. 7C

AVAILABILITY

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

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

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

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

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

RIDER APPLICATIONS TO TIME-OF-USE SCHEDULES

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

DEFINITIONS

Contract Demand

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

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

Standby Service

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

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

Supplementary Service

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

MONTHLY BILLING

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

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

4. An amount equal to 1.3% of the difference between the estimated cost of (1) the facilities required by Company to supply the Contract Demand and (2) the facilities required by Company to supply the contract kW of Supplementary Service.

MINIMUM NUMBER OF KILOWATT-HOURS

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

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

BILLING DEMAND

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

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

SALES TAX

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

CONTRACT PERIOD

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

Supersedes Rider No. 7A
Effective for bills rendered on and after August 1, 2015
NCUC Docket No. E-2, Sub 1076

SUPPLEMENTARY AND INTERRUPTIBLE STANDBY SERVICE
RIDER NO. 57H

AVAILABILITY

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

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

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

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

DEFINITIONS

Contract Demand

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

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

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

Interruptible Standby Service

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

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

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

Supplementary Service

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

MONTHLY BILLING

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

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

MINIMUM NUMBER OF KILOWATT-HOURS

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

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

BILLING DEMAND

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

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

INTERRUPTIBLE PERIOD

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

FAILURE TO COMPLY WITH INTERRUPTIBLE REQUIREMENTS

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

CONTRACT PERIOD

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

SALES TAX

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

GENERAL

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

Supersedes Rider No. 57G

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

SUPPLEMENTARY AND FIRM STANDBY SERVICE RIDER SS-50A

AVAILABILITY

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

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

DEFINITIONS

Contract Demand

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

Standby Service

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

Supplementary Service

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

MONTHLY BILLING

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

1. Availability to Serve Charges:

- a. Generation Reservation Charge applicable customers both less than 60% and 60% or greater planning capacity factor - \$0.86/kW of Standby Service Contract Demand.
- b. Standby Service Delivery Charge (applicable to customer generation with a planning capacity factor 60% or greater):

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

Transmission System (voltage of 69 kV or higher) \$1.14/kW

Distribution System (voltage below 69 kV) \$2.57/kW

- c. Additional Facilities Billing applicable to both less than 60% and 60% or greater planning capacity factor customers: An amount equal to the monthly facilities charge, as specified in Company's Service Regulations, times the difference between the installed cost of (1) the facilities required by Company to supply the Contract Demand, including any protective or other equipment deemed necessary to accommodate Customer's parallel operation, and (2) the facilities required by Company to supply the contract kW of Supplementary Service.

2. Supplementary and Standby Service Usage Charges:

- a. For generation with a planning capacity factor of less than 60%:

Supplementary and Standby Service billing for the established demand and kilowatt-hours consumed during the month is under the rate schedule and rider(s) with which this Rider is used.

- b. For generation with a planning capacity factor of 60% or greater:

- i. Supplementary Service billing for the Billing Demand established and the kilowatt-hours consumed associated with the Supplementary Service Contract Demand is under the rate schedule and rider(s) with which this Rider is used.
- ii. Standby Service billing for the kilowatt-hours consumed in excess of the Supplementary Service Contract Demand shall be at the sum of the (1) Standby Service RTP Hourly Energy Rate, as shown below, plus (2) the Rider Adjustment applicable during the current billing month. The Rider Adjustment shall include the sum of the DSM/EE and DSM/EE EMF rate adjustments during the current billing month. This amount shall be computed on an hourly basis.

STANDBY SERVICE RTP HOURLY ENERGY RATE

The Real Time Pricing (RTP) Hourly Energy Rate applicable to all usage in excess of the Supplementary Service Contract Demand shall be calculated as follows:

$$\text{Hourly RTP Rate} = (\text{MENERGY} + \text{CAP} + \text{ADDER}) \times (1 + \text{TAXES})$$

where:

MENERGY = Marginal Energy Cost per kilowatt-hour including marginal fuel, variable operating and maintenance expenses, and delivery losses

CAP = Tiered Capacity Charge per kilowatt-hour applicable whenever the day-ahead forecast of the ratio of hourly available generation to hourly demand is equal or less than 1.15

ADDER = $\beta \times (\text{Class Rate} - \text{Hourly Marginal Cost})$, but not less than zero

where:

β = a fixed value equal to 0.20

Class Rate = the prior calendar year average rate per kilowatt-hour under the conventional tariffs applicable to the LGS class, as updated annually effective with the February billing

Hourly Marginal Cost = the sum of the specific hour's kilowatt-hour price for MENERGY and CAP, all as defined above

TAXES = NC Regulatory Fee (currently 0.13%)

CONTRACT PERIOD

As specified in the Application for the Supply of Electricity, but not less than one year.

SALES TAX

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

GENERAL

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

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

Supersedes Riders SS-50

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

SUPPLEMENTARY AND NON-FIRM STANDBY SERVICE
RIDER NFS-6A

AVAILABILITY

This Rider is available to customers in conjunction with any of Company's General Service rate schedules to permit Supplementary and Non-Firm Standby Service to Customer having generation equipment with a planning capacity factor of 60% or greater not held solely for emergency use and for which Company's service may be substituted either directly or indirectly or used as an additional power supply. Customer shall execute (1) a Service Agreement specifying separately the requirements for both Supplementary Service and Non-Firm Standby Service and (2) an Interconnection Agreement in accordance with the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generation Interconnections.

This Rider is not available (1) for temporary or supplementary seasonal service, (2) for use in conjunction with any of Company's other standby or generation service riders, (3) for Customer's with nameplate generation capacity below 200 kW, (4) for a customer who is not currently receiving service under this Rider but had previously received service under the Rider in the preceding twelve months, (5) in conjunction with curtailable service schedules or riders, or (6) for Non-Firm Standby Service in excess of 50,000 kW. The provisions of the rate schedule with which this Rider is used are modified only as shown herein.

DEFINITIONS

Contract Demand

The Contract Demand is the maximum kW that Customer desires Company to supply for Supplementary and Non-Firm Standby Service combined, as specified in the Service Agreement, and shall be increased by the amount of the excess when the sum of the Supplementary Service Contract Demand and Non-Firm Standby Service Contract Demand exceeds the previously established Contract Demand, unless and until Company within 60 days requests Customer to reduce such demand to a specified amount but not less than the established Contract Demand.

During a Non-Firm Period, the Contract Demand is subject to curtailment by Customer to not exceed the Supplementary Service Contract Demand.

Non-Firm Standby Service

Non-Firm Standby Service is the service which Company supplies to replace Customer's generation. This includes breakdown and maintenance periods approved by Company. The amount of Non-Firm Standby Service shall not exceed the nameplate kW capacity of Customer's installed generation. The amount of Non-Firm Standby Service initially contracted will automatically be increased whenever the established Contract Demand is exceeded, unless Company within 60 days requests Customer to reduce such demand to a specified amount. The Non-Firm Standby Service Demand shall increase by the amount the established demand exceeds the Supplementary Service Contract Demand.

Supplementary Service

Supplementary Service is service continuously available to supplement Customer's other power sources and is the kW of demand to which Customer shall reduce his requirement during a Non-Firm period specified by Company. The Supplementary Service Contract Demand shall be specified in the contract and shall only change based upon mutual consent of the parties, but in no case can it be less than the minimum contained in the rate schedule with which this Rider is used.

MONTHLY BILLING

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

1. Supplementary Service Billing:

An amount computed under the rate schedule with which this Rider is used for the Billing Demand established and the kilowatt-hours consumed associated with the Supplementary Service Contract Demand.

2. Non-Firm Standby Service Billing:

An amount computed as the kilowatt-hours consumed in excess of the Supplementary Service Contract Demand times the sum of the (a) Non-Firm Standby Service Hourly RTP Energy Rate, as shown below, plus (b) the Rider Adjustment applicable during the current billing month. The Rider Adjustment shall include the sum of the DSM/EE and DSM/EE EMF rate adjustments during the current billing month. This shall be computed on an hourly basis.

3. Non-Firm Standby Notification Customer Charge: \$24.20

4. Non-Firm Standby Service Delivery Charge:

Per kWh of Non-Firm Standby Service Usage for Customer served from:

Transmission System (voltage of 69 kV or higher)	\$0.00256/kWh
Distribution System (voltage below 69 kV)	\$0.00564/kWh

Non-Firm Standby Service Usage shall be all kilowatt-hours consumed in excess of the Supplementary Service Contract Demand in the current billing month.

5. Additional Facilities Billing:

An amount equal to the monthly facilities charge as specified in Company's Service Regulations times the difference between the installed cost of (1) the facilities required by Company to supply the Contract Demand, including any protective or other equipment deemed necessary to accommodate Customer's parallel operation, and (2) the facilities required by Company to supply the contract kW of Supplementary Service.

NON-FIRM STANDBY SERVICE RTP HOURLY ENERGY CHARGE

The Real Time Pricing (RTP) Hourly Rate applicable to all usage in excess of the Supplementary Service contract kW shall be calculated as follows:

$$\text{Hourly RTP Rate} = (\text{MENERGY} + \text{CAP} + \text{ADDER}) \times (1 + \text{TAXES})$$

where:

$$\text{MENERGY} = \text{Marginal Energy Cost per kilowatt-hour including marginal fuel, variable operating and maintenance expenses, and delivery losses}$$

$$\text{CAP} = \text{Tiered Capacity Charge per kilowatt-hour applicable whenever the day-ahead forecast of the ratio of hourly available generation to hourly demand is equal or less than 1.15}$$

$$\text{ADDER} = \beta \times (\text{Class Rate-Hourly Marginal Cost}), \text{ but not less than zero}$$

where:

$$\beta = \text{a fixed value equal to 0.20}$$

Class Rate = the prior calendar year average rate per kilowatt-hour under the conventional tariffs applicable to the LGS class, as updated annually effective with the February billing

Hourly

Marginal Cost = the sum of the specific hour's kilowatt-hour price for MENERGY and CAP, all as defined above

TAXES = NC Regulatory Fee (currently 0.13%)

During Non-Firm Periods, the applicable Non-Firm Standby Service Hourly RTP Energy Rate shall be the greater of the Hourly RTP Rate, as calculated above, or the PJM price during the hour, plus 5%, plus any applicable transmission charges to deliver the electricity from PJM plus the North Carolina regulatory fee. The applicable PJM rate shall be final settlement hourly rate for the PJM Western Hub.

NON-FIRM PERIOD

The Non-Firm Period shall be a fifteen-hour period, unless Company specifies a shorter period at the time the Customer is notified. Customer shall be given a minimum of 30-minutes notice before the requested Non-Firm Period is to take place. Company shall use reasonable diligence to notify Customer of an impending Non-Firm Period and having used reasonable diligence shall not be liable to Customer should Customer not receive notification. To assist Customer in reviewing the financial impact of Non-Firm Standby Service usage, Company will provide its Hourly RTP Rates on a password-secured website. A forecast of PJM hourly rates is available from the PJM website; however, the final settlement rate will be used for billing which may differ from the PJM forecast.

SUPPLEMENTARY SERVICE BILLING DEMAND

The Billing Demand of Supplementary Service shall be the maximum kW registered or computed, by or from Company's metering facilities, during a 15-minute interval within the current billing month, but not greater than the Billing Demand determined in accordance with the schedule with which this Rider is used for the contract kW of Supplementary Service.

FAILURE TO COMPLY WITH NON-FIRM STANDBY SERVICE REQUIREMENTS

Customer shall undertake all reasonable steps to ensure that Customer's load does not exceed the Supplementary Service kW during all Non-Firm Periods. Continual failure to limit usage to the Supplementary Service kW or less during Non-Firm Periods shall constitute grounds for either increasing the Supplementary Service contract demand or removal from this Rider.

CONTRACT PERIOD

The Contract Period shall not be less than five years, and shall automatically extend thereafter for successive periods of two years unless terminated by either party at the end of any contract period by giving not less than sixty (60) days' written notice to the other party prior to the end of the contract period.

SALES TAX

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

GENERAL

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

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

Supersedes Rider NFS-6

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

LARGE LOAD CURTAILABLE RIDER LLC-3A

AVAILABILITY

This Rider is available on a voluntary basis to Customer receiving electric service under any general service schedule provided Customer contracts for 1,000 kW or greater which is subject to be curtailed under the provisions of this Rider. Customers continually served under a predecessor of this Rider prior to June 1, 2013 with a lesser amount of curtailable demand shall continue to be served under this Rider until such time that service under the Rider is terminated by Customer or Company.

This Rider is not available: (1) for temporary service, (2) for a customer who is not currently receiving service under this Rider, but had previously received service under this Rider in the preceding twenty-four months, or (3) in conjunction with another non-firm or curtailable rider. Customer may use other sources of power to curtail electrical load without being subject to standby service requirements.

APPLICABILITY

The schedule used in conjunction with this Rider is modified only as shown herein. By electing service under this Rider, Customer agrees to curtail electrical load according to the provisions of this Rider.

Where Customer's other source of power is connected electrically or mechanically to equipment which may be operated concurrently with service supplied by Company, Customer shall install and maintain at his expense such devices as may be necessary to protect his equipment and service and to automatically disconnect his generating equipment, which is operated in parallel with Company, when service used by Customer is affected by electrical disturbances on Company's or Customer's systems. Should Company determine that Customer's facilities are not adequate to protect Company's facilities, Company may install the necessary facilities and Customer shall pay for the additional facilities in accordance with Company's Service Regulations. When this Rider is used in conjunction with the applicable standby or back-up service rider, standby service shall not be substituted for curtailable load and in no event shall the Demonstrated Curtailable Demand be greater than the difference between the Supplementary Service Demand and the Firm Demand.

When this Rider is used in conjunction with either the Dispatched Power or Incremental Power Service Riders, any Class 2 Dispatched or Incremental energy (kWh) will be excluded from the determination of Demonstrated Curtailable Demand under this Rider and the Customer Charge contained herein will not be applicable.

DEFINITIONS

A. FIRM DEMAND

The Firm Demand shall be the kW of demand specified in the Service Agreement to which Customer shall reduce his requirement at the time specified by Company. Customer shall contract for a Winter Firm Demand for the service rendered during the calendar months of October through March and a Summer Firm Demand for service rendered during the calendar months of April through September.

B. DEMONSTRATED CURTAILABLE DEMAND

The Demonstrated Curtailable Demand shall be the average kW demand during the on-peak hours less the applicable Firm Demand. The Summer Firm Demand shall be applicable during the billing months of April through September and the Winter Firm Demand shall be applicable during the billing months of October through March. The average on-peak kW shall be determined by dividing the on-peak kWh by 252.

C. PREMIUM DEMAND

The Premium Demand shall be the maximum 15-minute kW demand registered or computed by or from Company's metering facilities during any Curtailment Period in the billing month less the

applicable Firm Demand, but not less than zero. The applicable Firm Demand shall be determined based upon the calendar month when the Premium Demand was consumed.

D. CURTAILMENT PERIOD

The Curtailment Period(s) may occur during on-peak or off-peak hours of any month and shall be an 8-hour period unless Company specifies a shorter period at the time Customer is notified. Company shall send notification to Customer a minimum of 30 minutes before the requested curtailment is to occur. At the time Customer is notified to curtail, Customer will be advised whether the Curtailment Period is a Level 1 or a Level 2 Capacity Curtailment Period. Company shall use reasonable diligence to notify Customer of an impending Curtailment Period and having used reasonable diligence shall not be liable to Customer should Customer not receive notification. The number of hours of Curtailment in any calendar day shall be no more than 8 hours. Company reserves the right for a longer interruption in the event continuity of service is threatened. The total hours of Capacity Curtailment Periods shall be no more than 400 hours during a calendar year.

E. ON-PEAK HOURS

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

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

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

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

F. OFF-PEAK HOURS

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

MONTHLY RATE

An amount computed under the applicable schedule and other riders with which this Rider is used, plus the following Customer Charge and Credit:

A. Customer Charge: \$24.20

B. Credit = Discount x Demonstrated Curtailable Demand, but not less than zero (\$0)

Where: Discount = \$5.71 per kW

ADDITIONAL CHARGES FOR USE OF PREMIUM DEMAND

If Customer exceeds the Firm Demand during a Level 1 or Level 2 Capacity Curtailment Period, it shall be considered to be the Use of Premium Demand.

A. DURING A LEVEL 1 CAPACITY CURTAILMENT PERIOD

For use of Premium Demand during a Level 1 Capacity Curtailment, Customer shall pay to Company \$2.18 per kilowatt-hour for all kilowatt-hours attributable to Premium Demand during the Level 1 Curtailable Period. This charge shall be in addition to applicable kWh charge(s) in the rate schedule with which this Rider is used.

DURING A LEVEL 2 CAPACITY CURTAILMENT PERIOD

Customer shall pay to Company \$55.16 for each kW of Premium Demand for each and every Level 2 Curtailable Period during the billing period.

In addition to the charge(s) for the use of Premium Demand, for the second Use of Premium Demand (Level 2 Only) during a 12-month period, the Firm Demand shall automatically be increased to equal the maximum 15-minute demand registered during the Level 2 Curtailment Period. In addition to the charges for the use of Premium Demand (Level 2 Only), for the third or subsequent Use of Premium Demand during a 12-month period, service under this Rider shall be terminated and Customer shall pay the sum of all credits received during the current and prior 11 billing months, reduced by any payments for the Use of Premium Demand during the 12 month period, but not less than zero.

CURTAILABLE NOTIFICATION

Customer must provide, at Customer's expense, contact information and suitable mean(s) for Company communication of Curtailment Periods, including but not limited to text messaging, telephone, and electronic mail. Customer is solely responsible to notify Company of changes in Customer's contact and communication information as they occur. Company shall use reasonable diligence to notify Customer of an impending Curtailment period and having used reasonable diligence shall not be liable for Customer's failure to receive and act upon curtailment notifications.

CONTRACT PERIOD

The Contract Period shall be five (5) years, with automatic successive extensions of two (2) years thereafter, unless: (a) terminated by either party at the end of the Contract Period by giving not less than sixty (60) days written prior notice, (b) terminated by Company in accordance with the Additional Charges for Use of Premium Demand provision above.

CUSTOMER REQUESTED TERMINATION OR CHANGES IN FIRM DEMAND

Customer may terminate service under the Rider or revise the Firm Demand at the end of any Contract Period without charge. The Firm Demand is also subject to upward adjustment at no charge if the Contract Demand is increased, provided there is no net change in the amount of demand that is subject to curtailment.

The difference in the Firm Demand and the Contract Demand may be reduced during the Contract Period provided Customer pays Company a charge of \$55.16 for each kW of Contract Demand that will no longer be subject to curtailment. If Curtailable Service is terminated at any other time, for reasons other than automatic disqualification due to the excessive Use of Premium Demand, Customer shall pay Company the sum of all credits received during the current and prior 11 billing months. Any adjustment of the Firm Demand shall not be applied retroactive to any prior Use of Premium Demand.

SALES TAX

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

GENERAL

Service rendered under this Rider is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission. The provisions of this Rider are subject to change upon approval by the North Carolina Utilities Commission.

Supersedes Rider No LLC-3

Effective for bills rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

DISPATCHED POWER
RIDER NO. 68K

AVAILABILITY

This Rider is available in conjunction with Company's Large General Service Schedules. The rate schedule with which this Rider is used is modified only as shown herein. The Contract Period for service under this Rider shall continue until terminated either by Customer or Company by giving not less than 30 days written notice to the other party.

Service under this Rider may be offered at Company option and only during Company's low production cost periods, for Customer usage normally above levels at which they would otherwise operate.

DEFINITIONS

Class 2 Dispatched Power Period

A Class 2 Dispatched Power Period shall normally be a 24-hour period for days which contain on-peak hours. Company will attempt to schedule Class 2 periods adjacent to Saturdays, Sundays, and holidays which are as specified in the Company's LGS-TOU Schedule.

Dispatched Demand

Dispatched Demand is the kW demand in each 15-minute interval, during a Class 2 Dispatched Power Period, minus: 1) the maximum on-peak demand established outside a Dispatched Power Period, exclusive of standby service, if the applicable schedule is LGS-TOU, or 2) the maximum billing demand established outside a Dispatched Power Period, exclusive of standby service, if the applicable schedule is LGS. In no event will Dispatched Demand be less than zero.

Dispatched Energy

Dispatched Energy is all kilowatt-hours attributable to use of Dispatched Demand.

MONTHLY RATE

- A. Customer Charge in addition to the Basic Customer Charge in the rate schedule: \$24.20.
- B. Demands established during a Class 2 Dispatched Power Period will not be 1) used to determine Billing Demand of the applicable rate schedule or 2) considered a use of standby or back-up service.
- C. Dispatched Energy: Class 2 Dispatched Energy shall be billed at the rate specified in the applicable schedule plus the following increment:

<u>LGS-TOU</u>		<u>LGS</u>
<u>On-peak</u>	<u>Off-peak</u>	
1.452¢/kWh	0.0¢/kWh	1.452¢/kWh

NOTIFICATION

When Company determines that it has Dispatched Power available for sale, Company will provide notification to Customer of the beginning and ending times of a Dispatched Power Period. Notification will be provided via procedures established by Company and such procedures shall be given to Customer.

Company shall use reasonable diligence to notify Customer of the institution of a Dispatched Power Period including the beginning and ending time(s). Company, having used reasonable diligence to notify Customer, shall not be liable should Customer not receive notification. Customer must install, at his expense, a dedicated telephone line in order to receive notification from Company and he must also provide satisfactory space for Company's communication equipment.

CHANGES TO A DISPATCHED POWER PERIOD

Upon Company's review of its generation costs and its system requirements, Company may notify Customer during a Dispatched Power Period that it will extend beyond the time which Company previously communicated to Customer that such Dispatched Power Period would end.

Upon 30-minutes notice, Company may terminate a Dispatched Power Period prematurely in order to decrease the likelihood of instituting a Curtailable Period. A Dispatched Power Period will automatically terminate upon the actual commencement of a Curtailable Period.

GENERAL

Company will not install transformation capacity or other facilities which exceed Customer's requirement during non-Dispatched Power Periods. Demands established during Dispatched Power Periods shall not serve to satisfy Contract obligations of Customer.

Decisions to institute or extend a Dispatched Power Period rest solely with Company.

SALES TAX

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

Supersedes Rider No. 68I
Effective for bills rendered on and after August 1, 2015
NCUC Docket No. E-2, Sub 1076

INCREMENTAL POWER SERVICE
RIDER IPS-8A

AVAILABILITY

This Rider is available to customers in conjunction with Company's Large General Service (Time-of-Use) Schedule LGS-TOU, which is modified only as shown herein.

Service under this Rider is only available at the option of Company, in conjunction with monthly Base Demands established by Company, for Customer usage above Base Demand levels at which Customer would otherwise operate.

This Rider is not available: 1) in conjunction with Company's Dispatched Power Rider No. 68, or 2) for twelve months following Customer's discontinuation of service under this Rider.

DEFINITIONS

Class 2 Incremental Power Period

A Class 2 Incremental Power Period shall normally be a 24-hour period for days that contain on-peak hours.

Base Demand

Company shall establish Customer's Base Demand for each month of the year. These monthly Base Demands shall be established by Company in advance of Customer's election to utilize this Rider in any given month. Generally, Company will establish or change Base Demand levels upon the following factors: 1) the maximum kW registered or computed, by or from Company's metering facilities, during any on-peak 15-minute interval for the corresponding billing month in the twelve months prior to contracting for this Rider; 2) recent added or reduced electrical load; and 3) whether Customer's historical electrical loads represent Customer's ongoing operation. The Base Demands shall also exclude any demands resulting from standby service, back-up service, dispatched power, or Incremental Power. The monthly Base Demand level shall automatically increase to the maximum on-peak demand established outside any Incremental Power Periods whenever the maximum on-peak demand established outside any Incremental Power Periods exceeds the monthly Base Demand. Customer shall provide thirty (30) days advance written notification to Company when electrical load is to be added or removed or a change in Customer's operation is expected to occur. Company shall adjust any previous monthly bills to reflect the change in the Base Demands upon Company determining that Customer had not provided Company advanced written notification of Customer's increase in electrical load. Company may require Customer to operate at proposed Base Demand levels for up to 12 months before receiving or continuing to receive service under this Rider. Company reserves the right to modify a monthly Base Demand at any time when in its opinion the Base Demand no longer represents Customer's demand level in the absence of the availability of Incremental Power.

Incremental Demand

When the registered or computed 15-minute kW demand during an Incremental Power Period exceeds the Base Demand, Incremental Demand shall be the kW demand in each 15-minute interval during the Incremental Power Period minus the greater of: 1) the maximum on-peak demand established outside an Incremental Power Period exclusive of standby or backup service, or 2) the Base Demand.

When the registered or computed 15-minute kW demand during an Incremental Power Period is less than or equal to the Base Demand, then the Incremental Demand shall be zero. In no event, shall Incremental Demand(s) be less than zero.

Incremental Energy

Incremental Energy is the sum of all kilowatt-hours attributable to use of Incremental Demand.

MONTHLY RATE

- A. Customer Charge in addition to the Basic Customer Charge in the rate schedule: \$24.20.
- B. The Billing Demand shall be as determined in accordance with Schedule LGS-TOU, disregarding any Incremental Demands used during the billing month.
- C. Incremental Energy: Class 2 Incremental Energy shall be billed at the rate specified in Schedule LGS-TOU plus the following increment:

<u>On-peak</u>	<u>Off-peak</u>
1.452¢/kWh	0.0¢/kWh

NOTIFICATION

When Company determines that it has Incremental Power available for sale, Company will provide notification to Customer of the beginning and ending times of an Incremental Power Period. Notification will be provided via procedures established by Company and such procedures shall be given to Customer.

Company shall use reasonable diligence to notify Customer of the institution of an Incremental Power Period including the beginning and ending time(s). Company, having used reasonable diligence to notify Customer, shall not be liable should Customer not receive notification. Customer must install, at Customer's expense, a dedicated telephone line in order to receive notification from Company and Customer must also provide satisfactory space for Company's communication equipment.

CHANGES TO AN INCREMENTAL POWER PERIOD

Company may notify Customer during an Incremental Power Period that it will extend beyond the time which Company previously communicated to Customer that such Incremental Power Period would end.

Upon thirty (30) minutes notice, Company may terminate an Incremental Power Period prematurely in order to decrease the likelihood of instituting a Curtailable Period. An Incremental Power Period will automatically terminate upon the actual commencement of a Curtailable Period.

CONTRACT PERIOD

The Contract Period for service under this Rider shall continue until terminated by Customer or Company by giving not less than thirty (30) days written notice to the other party.

GENERAL

Company will not install transformation capacity or other facilities which exceed Customer's requirement during non-Incremental Power Periods. Demands established during Incremental Power Periods shall not serve to satisfy Contract obligations of Customer.

Decisions to institute, extend, or terminate an Incremental Power Period rest solely with Company.

SALES TAX

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

Supersedes Rider No. IPS-8
Effective for bills rendered on and after August 1, 2015
NCUC Docket No. E-2, Sub 1076

ECONOMIC DEVELOPMENT
RIDER ED-11A

AVAILABILITY

Available, only at Company's option, to nonresidential establishments receiving service under Company's Large General Service or Large General Service (Time-of-Use) Schedules provided that the establishment is not classified as Retail Trade or Public Administration by the Standard Industrial Classification (SIC) Manual published by the United States Government.

This Rider is available for load associated with initial permanent service to new establishments, expansion of existing establishments, or new customers in existing establishments who make application to Company for service under this Rider, and Company approves such application. The New Load applicable under this Rider must be a minimum of 1,000 kW at one point of delivery. To qualify for service under this Rider, Customer must meet the qualifications under A. or B. below:

- A. Customer employ an additional workforce in Company's service area of a minimum of seventy-five (75) full time equivalent (FTE) employees. Employment additions must occur following Company's approval for service under this Rider.
- B. Customer's New Load must result in capital investment of four hundred thousand dollars (\$400,000), provided that such investment is accompanied by a net increase in full time equivalent employees employed by Customer in Company's service area. The capital investment must occur following Company's approval for service under this Rider.

This Rider is not available to a new customer which results from a change in ownership of an existing establishment. However, if a change in ownership occurs after Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider ED and continue the schedule of credits outlined below. This Rider is also not available for resumption of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for: (1) load shifted from one establishment or delivery on Company's system to another on Company's system; (2) short-term, construction, or temporary service; (3) electrical load that results from the shutdown or reduction of generation facilities; or (4) service in conjunction with Transition Rider TR-1.

DEFINITIONS

New Load

New Load is that which is added to Company's system by a new establishment. For existing establishments, New Load is the net incremental load above that which existed prior to approval for service under this Rider. The New Load shall exclude any curtailable, back-up, standby, dispatched power, or incremental power service.

Delivery Date

The Delivery Date is the first date service is supplied under the contract.

Operational Date

The Operational Date shall be the date the facility is fully operational as declared by the Customer, but shall be no more than eighteen (18) months after the Delivery Date.

Month

The term "month" as used in this Rider means the period intervening between readings for the purpose of monthly billings. Readings will be collected each month at intervals of approximately thirty (30) days.

GENERAL PROVISIONS

1. Customer must make an application to Company for service under this Rider and Company must approve such application before Customer may receive service hereunder. The application must include a description of the amount of and nature of the New Load and the basis on which Customer requests qualification shown in A. or B. under Availability above. In the application, Customer must affirm that availability of this Rider was a factor in Customer's decision to locate the New Load on Company's system. The application shall also specify the total number of full time equivalent employees (FTE) employed by Customer in all establishments receiving electric service from Company's system, at the time of application for this Rider, and on the Operational Date.
2. Customer must agree to a minimum contract term of five (5) years, with the credits being available for a maximum period of five (5) years immediately following the Operational Date.
3. For customers contracting under this Rider due to expansion, Company may install metering equipment necessary to measure the New Load to be billed under this Rider separate from the existing load billed under the applicable rate schedule. Company reserves the right to make the determination of whether such installation will be separately metered or submetered. If in Company's opinion, the nature of the expansion is such that either separate metering or submetering is impractical or economically infeasible, Company will determine, based on historical usage, what portion of Customer's load, if any, qualifies as New Load eligible for this Rider.
4. All terms and conditions of the Large General Service and Large General Service (Time-of-Use) Schedules applicable to the individual customer shall apply to the service supplied to Customer, except as modified by this Rider.

MONTHLY BILLING

The Monthly Billing shall be the amount computed under the applicable schedule and other riders with which this Rider is used less the following Discount as computed in the formula below:

$$\text{Discount} = \text{New Load kW} \times \text{EDC}$$

Where:

New Load kW = the maximum 15-minute kW demand registered or computed (during on-peak hours when used in conjunction with the Large General Service (Time-of-Use) Schedule) associated with New Load added by Customer in accordance with this Rider.

EDC = the Economic Development Credit per kW as specified in the table below based on monthly load factor and the number of months service has been rendered under this Rider.

ECONOMIC DEVELOPMENT CREDIT (EDC)
Number of Months Service Has Been Rendered Under This Rider

<u>LOAD FACTOR*</u>	<u>1 - 12</u>	<u>13 - 24</u>	<u>25 - 36</u>	<u>37 - 48</u>	<u>49 - 60</u>
40% - 59%	\$3.39	\$2.71	\$2.03	\$1.35	\$0.68
60% - 79%	\$5.32	\$4.26	\$3.19	\$2.13	\$1.06
80% or greater	\$7.26	\$5.81	\$4.36	\$2.90	\$1.45

* Load Factor is equal to the kilowatt-hours (kWh) used during the billing month divided by the product of the maximum 15-minute kW demand registered or computed times 730 hours.

The Discount shall be zero (\$0) for load factors less than 40% or for service after sixty (60) monthly bills under this Rider.

ADDITIONAL FACILITIES CHARGE

A monthly facilities charge equal to 1.3% of the installed cost of extra facilities necessary for service for additional metering required under Rider ED, but not less than \$25, shall be billed to Customer in addition to the bill under the appropriate rate schedule and this Rider, when applicable.

CONTRACT PERIOD

Each customer shall enter into a Service Agreement to purchase electricity from Company for a minimum original term of five (5) years, and thereafter from year to year upon the condition that either party can terminate the Service Agreement at the end of the original term, or at any time thereafter, by giving at least twelve (12) months previous notice of such termination in writing. If Customer requests a change in rate schedule from that which was approved in conjunction with Rider ED, credit under Rider ED will no longer be available. Such a change will be allowed upon thirty (30) days written notice to Company. An individual establishment will not be allowed to receive credits for more than five years under this Rider, unless Company, at its option, agrees to accept a new application and contract for qualifying New Load, and such application receives special approval by Company. If at any time during the term of contract under this Rider, Customer violates any of the terms and conditions of the Rider or the Service Agreement, Company may discontinue service under this Rider without notice and bill Customer under the applicable schedule without further credits. In the event electric service is terminated or the Contract Demand is reduced by Company or Customer before the end of the Contract Period, Customer shall pay Company in addition to all other applicable charges, the sum of all Discounts received, plus interest, for the New Load that will no longer be served by Company. The rate of interest shall be the rate per annum paid by Company for electric service deposits pursuant to Commission Rule R12-4.

GENERAL

Kilowatt demands associated with dispatched power, incremental power, back-up, or standby service shall be disregarded from all applications of this Rider, except for the calculation of Load Factor as defined in the Monthly Billing provision.

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

Supersedes Rider ED-11
 Effective for bills rendered on and after August 1, 2015
 NCUC Docket No. E-2, Sub 1076

ECONOMIC REDEVELOPMENT
RIDER ERD-5B

AVAILABILITY

Available, only at Company's option, to nonresidential establishments receiving service under Company's Medium General Service, Small General Service (Time-of-Use), Large General Service, or Large General Service (Time-of-Use) Schedules provided that the premise served is not classified as Retail Trade or Public Administration by the Standard Industrial Classification (SIC) Manual published by the United States Government.

This Rider is available for load associated with an existing premise served or previously served by Company, provided the premise is unoccupied and otherwise dormant for a minimum period of 60 days, as determined by Company. The Load eligible under this Rider must be a minimum of 500 kW at one point of delivery. In addition, the requested service necessary to serve the New Load must not result in additional investment in distribution facilities by Company, other than minor alterations to accommodate Customer's electrical requirements. To qualify for service under this Rider, Customer must meet the qualifications under A. or B. below:

- A. Customer employs an additional workforce in Company's service area of a minimum of thirty-five (35) full time equivalent (FTE) employees. Employment additions must occur following Company's approval for service under this Rider.
- B. Customer's New Load must result in capital investment of two hundred thousand dollars (\$200,000), provided that such investment is accompanied by a net increase in full time equivalent employees employed by Customer in Company's service area. The capital investment must occur following Company's approval for service under this Rider.

This Rider is not available to a new customer that results from a change in ownership of an existing premise. However, if a change in ownership occurs after Customer contracts for service under this Rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider ERD and continue the schedule of credits outlined below. This Rider is also not available for resumption of service following interruptions such as equipment failure, temporary plant shutdown, strike, or economic conditions. This Rider is also not available for: (1) load shifted from one establishment or delivery on Company's system to another on Company's system; (2) short-term, construction, or temporary service; or (3) for service in conjunction with Economic Development Rider ED or a curtailable load rider.

DEFINITIONS

New Load

New Load is that which is added to Company's system by a customer beginning the occupation of an existing unoccupied premise.

Delivery Date

The Delivery Date is the first date service is supplied under the contract.

Operational Date

The Operational Date shall be the date the premise is fully operational, as declared by the Customer, but shall be no more than twelve (12) months after the Delivery Date.

Month

The term "month" as used in this Rider means the period intervening between readings for the purpose of monthly billings. Readings will be collected each month at intervals of approximately thirty (30) days.

Load Factor

For purposes of this Rider, Load Factor is equal to the kilowatt-hours (kWh) used during the billing month divided by the product of the maximum 15-minute kW demand registered or computed times 730 hours.

GENERAL PROVISIONS

1. Customer must make an application to Company for service under this Rider and Company must approve such application before Customer may receive service hereunder. The application must include a description of the amount of and nature of the New Load and the basis on which Customer requests qualification shown in A. or B. under Availability above. In the application, Customer must affirm that the availability of this Rider was a factor in Customer's decision to locate the New Load on Company's system. The application shall also specify the total number of full time equivalent employees (FTE) employed by Customer in all establishments receiving electric service from Company's system at the time of application for this Rider and on the expected Operational Date.
2. Customer must agree to a minimum contract term of five (5) years, with the credits being available for a maximum period of one (1) year immediately following the Operational Date.
3. To continue service under this Rider, Customer must maintain a monthly load factor of 40%, as defined above.
4. All terms and conditions of Company's rate schedule shall apply to the service supplied to Customer, except as modified by this Rider.

MONTHLY BILLING

The Monthly Billing shall be the amount computed under the applicable schedule and other riders with which this Rider is used less a credit during months 1 through 12 after the Operational Date. The credit shall be 25% of the total bill for contract demands less than 1,000 kW and 50% of the total bill for contract demands of 1,000 kW or greater, including the Basic Customer Charge, Demand Charge, and Energy Charge, but excluding any other rider or miscellaneous charges such as charges for additional facilities. The credit shall be zero (\$0) for months when Customer's monthly load factor, as defined above, is less than 40%.

CONTRACT PERIOD

Each customer shall enter into a Service Agreement to purchase electricity from Company for a minimum original term of five (5) years, and thereafter from year to year upon the condition that either party can terminate the Service Agreement at the end of the original term, or at any time thereafter, by giving at least twelve (12) months previous notice of such termination in writing. If Customer requests a change in rate schedule from that which was approved in conjunction with this Rider, the monthly credit will no longer be available. Such a change will be allowed upon thirty (30) days written notice to Company. If at any time during the term of contract under this Rider, Customer violates any of the terms and conditions of the Rider or the Service Agreement, Company may discontinue service under this Rider without notice and bill Customer under the applicable schedule without further credits. In the event electric service is terminated or the Contract Demand is reduced by Company or Customer before the end of the Contract Period, Customer shall pay Company in addition to all other applicable charges, the sum of all Discounts received, plus interest, for the New Load that will no longer be served by Company. The rate of interest shall be the rate per annum paid by Company for electric service deposits pursuant to Commission Rule R12-4.

Supersedes Rider ERD-5A

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

PREMIER POWER SERVICE
RIDER PPS-9C

AVAILABILITY

This Rider is available on a voluntary basis in conjunction with any of Company's general service schedules when the Customer contracts with Company to furnish certain services related to the supply of on-site generation for the primary purpose of providing an alternate supply of electric service in the event normal electric supply is interrupted. The rate schedule with which this Rider is used is modified only as shown herein.

DEFINITION OF SERVICES

Services provided under the terms of this Rider shall be provided by an on-site generator supplied and owned by Company for the purpose of continuing the supply of electricity to the Customer's site in the event the normal electric supply is interrupted. In cases where Customer's total electric requirement exceeds the generation capability of the on-site generator, Customer shall arrange its electrical requirements to ensure that the electrical requirement to be supplied when normal service is interrupted will not be greater than the on-site generation capacity. The minimum generator capacity supplied by Company under this Rider shall be not less than 50 kW; the maximum generation capacity supplied by Company under this Rider at a single site shall not exceed 18,000 kW.

All equipment installed on the Customer's premises by Company is and will remain the sole property of Company both during, and subsequent to, the Contract Term. Company reserves the right to exchange or upgrade equipment as necessary for the continued supply of these services. All equipment shall be owned, maintained, and operated solely by Company. Company reserves the right to operate the generation at all times it deems appropriate for purposes of, but not limited to, (1) testing of the generation to verify that it will operate within required parameters and (2) dispatching the generation to achieve system benefits, provided such dispatch does not interfere with or reduce the effectiveness of the generation to provide an alternate supply of electricity in the event normal electric supply is interrupted to Customer. The generation and appropriate transfer switching shall be located on Company's side of the billing meter; therefore, billing under the applicable general service schedule shall continue to be based solely upon consumption registered on Company's billing meter.

MONTHLY RATE

The Monthly Rate shall be an amount computed under the applicable general service schedule and other riders, if applicable, for the Billing Demand and kilowatt-hours registered or computed by or from Company's metering facilities during the current month plus the following:

$$\text{Monthly Services Payment} = \text{Capital Cost} + \text{Expenses}$$

where:

Capital Cost equals a carrying cost times the levelized plant investment based upon the estimated installed cost of facilities. The carrying cost includes the cost of capital, reflecting current capital structure and debt and preferred rates and the most recent approved return on common equity; income taxes; property taxes; general plant; administrative and general plant-related expenses; and intangible plant. Any replacement cost expected to be incurred during the Contract Period would also be included. Any special equipment installed by Company and not necessary to support the emergency back-up service shall not be included in the Monthly Services Payment.

Expenses shall be levelized over the Contract Term and shall include: Company operations and maintenance (O&M) expenses times a carrying cost that is inclusive of administrative and general and labor expenses related to O&M and cash working capital; third-party expenses for operations and maintenance, warranties, or insurance; fuel expense, based upon an annual estimate of fuel consumption

cost, less a credit based upon the system average cost of energy included in retail tariffs; inventory cost associated with fuel, materials, and supplies times a carrying cost that recovers the cost of capital and income taxes; depreciation expense, adjusted for the estimated salvage value at the end of the Contract Period; deferred income taxes; and customer accounting, customer service and information, program administration, and sales expenses. Any expenses incurred in operating the generation, for other than normal back-up operation and testing, shall not be included in the Monthly Services Payment.

Customer shall be liable to Company for any attorney fees or other costs incurred due to Customer's failure to pay the Monthly Rate due under this Rider. Installation cost will be recovered over the initial Contract Term. Pricing of capital-related costs and expenses shall be based upon no shorter than 10 years from the equipment's original in-service date and the resulting Monthly Rate shall include an upward adjustment for Contract Terms that expire prior to 10 years from this in-service date.

CUSTOMER REQUESTED TEST

Customer may request that Company's on-site generation be operated during specific times requested by Customer. Company will comply with Customer's request provided the additional hours of operation do not adversely impact any permits or other regulatory requirements. Customer shall pay an Administrative Fee of \$50 per occurrence plus the replacement cost of all fuel consumed during the test.

PREMIER POWER SERVICE AGREEMENT

Company and Customer shall execute a Premier Power Service Contract that will further state the amount of the Monthly Services Payment, as established in accordance with the Monthly Rate provision above, and the Contract Term. This Rider, in conjunction with the Premier Power Service Contract, embodies the Agreement between Company and Customer. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement, or understanding not set forth therein. In the event of any conflict between these writings and the terms of this Agreement, this Agreement shall control. No changes, modifications, or amendments to any terms and conditions in this Contract are valid or binding unless agreed to by the parties in writing by their authorized representatives.

CONTRACT TERM

The Contract Term shall be the period of time specified in the Premier Power Service Contract and shall commence with the first day service is provided under this Rider.

EARLY TERMINATION OF CONTRACT TERM

The Customer has the right to terminate this Contract before the entire Contract Term has expired. In order to terminate Contract before the end of Contract Term, the Customer must a) notify Company in writing a minimum of 60 days prior to termination of services and b) pay a Termination Fee. The Termination Fee shall be the sum of (1) the removal cost of Company's equipment and related facilities, (2) storage costs, if applicable, (3) the remaining monthly charges until such time as the Company's generator is placed in service at an alternate customer site, and (4) any initial installation cost not already received in prior monthly payments. Alternatively, the Customer may elect to pay a Termination Fee that is independent of the future use of Company's equipment. This alternative Termination Fee will be calculated by taking the sum of the Customer's payments remaining in the Contract Term, adding the removal cost, and subtracting therefrom the difference between the current salvage value and the salvage value used in setting the Monthly Rate. In the event of any termination of the Contract before the end of the Contract Term, Company shall be compensated for all services provided to Customer prior to the effective date of termination. Upon termination, Company shall remove all equipment.

PROVISIONS OF SERVICES AND INSTALLATION SCHEDULE

Company agrees to furnish labor, supervision, equipment, materials and transportation. Company shall be entitled to rely on the accuracy of any information provided by Customer, which is warranted by Customer to be accurate and correct. In the event of any unforeseen difficulties in performance of the services due to conditions at the work site or due to the inaccuracy of any information relied upon by

Company, the Monthly Rate, description of services, and Contract Term shall be equitably adjusted to compensate for any additional work. Company shall exercise reasonable efforts to complete the services within any schedule specified in the Premier Power Service Contract. Any schedule that is specified in the Contract is only an estimate of the time it will take to complete the services. In the event of any unforeseen difficulties in performance of the services due to conditions at the work site or due to the inaccuracy of any information relied upon by Company, the Customer shall indemnify Company for any costs or expenses incurred by Company and the compensation payable to Company, the description of services, and the schedule for the subject services shall be equitably adjusted to compensate for any additional work Company may be required to perform.

CUSTOMER'S RESPONSIBILITIES

Customer shall provide a location on premise for installation of Company's facilities and any necessary access to the work site, as well as reasonable lay-down area to perform the services. Any additional services that become necessary because of inadequate access to the work site shall be grounds for an equitable adjustment in the schedule and the Monthly Rate. Company shall have the right to suspend services or adjust the schedule accordingly in the event that there is inadequate access to the work site, or if any required information is not promptly provided, or in the event that the safety of any person or property might be jeopardized by continuing with the services. Customer shall provide, at no cost to Company, any plans, specifications, drawings, or information that may be necessary or useful in the performance of the services. Customer will ensure that all Occupational Safety and Health Act requirements are adhered to for the area where any Company equipment, in support of the services, is to be stored. In the event of damage to Company-owned equipment that is caused by the Customer or Customer's agents, Customer agrees to pay all repair or replacement costs associated with the damage.

PERMITS AND REGULATORY REQUIREMENTS

Company shall be responsible for obtaining any license or permit required of Company in Company's name to enable it to provide the services. Customer assumes the risk and responsibility for such compliance or change, or for securing such permits, licenses, and approvals from the proper authorities, and for paying any associated costs or fees should compliance with any laws, rules, regulations, or ordinances of any federal, state, or local authority, or of any agency thereof (including, but not limited to, certification to do business as a foreign corporation) require any changes in the services; or should any permits, licenses, or approvals of plans and specifications for the services or should any permits, licenses, or approvals for the installation or use thereof be required.

LIMITATION OF LIABILITY

Neither Company nor its employees, its subcontractors, or suppliers shall be liable for any direct, indirect, general, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder. This provision shall apply whether such liability arises in contract, tort (including negligence), strict liability, or otherwise.

INSURANCE

Company represents and warrants that it has met all requirements under North Carolina law with regard to workers' compensation and automobile liability coverage. Company is self-insured for workers' compensation, automobile liability, and general liability coverage.

FORCE MAJEURE

In no event shall Company be responsible for any damages arising out of any failure to perform or delay due to any cause beyond Company's reasonable control. In such event, Company shall be entitled to an extension of time as necessary to overcome the cause of the failure to perform or delay.

USE OF SUBCONTRACTORS

Company shall be permitted to use subcontractors to perform the services. Notwithstanding the use of subcontractors, Company shall continue to be responsible for the quality of the services.

NON-WAIVER

The failure of either party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

WARRANTY

Company warrants that services shall be performed in accordance with generally accepted industry practices. The Warranty set forth above is exclusive, and no other warranty or remedy of any kind, whether statutory, written, oral, express, or implied, including without limitation warranties of merchantability and fitness for a particular purpose, or warranties arising from course of dealing or usage of trade shall apply. Except as provided in the Use of Subcontractors provision above, Company shall not be responsible for any work done by others or for any loss, damage, cost, or expense arising out of or resulting from such work, unless authorized in advance by Company.

REGULATORY AUTHORITY AND GOVERNING LAW

Services rendered under this Agreement are subject to the authority of the North Carolina Utilities Commission and any changes or other modifications lawfully made thereto. This Agreement shall also be governed by the laws of the State of North Carolina, except that the North Carolina conflict-of-laws provisions shall not be invoked in order to apply the laws of another state or jurisdiction.

SALES AND OTHER TAXES

To the above stated charges will be added any applicable North Carolina Sales Tax. The Monthly Rate for the services are subject to revision for future changes in sales or use tax, or any future tax upon or measured by the gross receipts for any transaction hereunder or any allocated portion thereof, or similar charge with respect to the services. If Company is required by applicable law or regulation to pay or collect any such tax or taxes on account of these services rendered under this Agreement, then such amount of tax and any penalties and interest thereon shall be reimbursed to Company. Any such change in the Monthly Rate shall be subject to prior approval by the North Carolina Utilities Commission.

Supersedes Rider PPS-9B

Effective for services rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

METER-RELATED OPTIONAL PROGRAMS RIDER MROP-8A

AVAILABILITY

These programs are available upon request and on a voluntary basis to those customers as described below, subject to the availability of appropriate metering and meter-related equipment.

I. TOTALMETER PROGRAM

Metering equipment to allow remote automated meter reading by Company will be provided upon execution of an application for TotalMeter. The application describes the conditions of service, states all charges, and provides for a termination charge should the TotalMeter option be discontinued prior to 24 consecutive months of service. Customer receiving the TotalMeter option may select a desired meter-reading day. Monthly rates and other charges related to the TotalMeter are as follows:

Monthly Rate for TotalMeter

Option 1: Customer-supplied suitable telephone communications line ¹	\$ 4.80
Option 2: Company-supplied wireless telephone communications circuit	\$21.50

Charge for Customer-requested termination of TotalMeter	
Option prior to 24 consecutive months of service	\$50.00

¹ Option 1 is not available to new applicants on and after October 1, 2013. Existing participants may continue under this option until such time that the metering equipment requires replacement.

TotalMeter charges shall not apply when Company, at its option, determines that remote automated meter reading is necessary for Company's own use. Receipt of the TotalMeter option shall in no way restrict or otherwise limit Company's right of ingress and egress to read meters and inspect, maintain, repair and replace the meters and other facilities installed to serve Customer whenever necessary.

II. LOAD PROFILER ONLINE

The Load Profiler Online (LPO) program is available to any non-residential customer with a registered or contract demand of 30 kW or greater. LPO is an Internet-based program permitting Customer access to historic meter data from any internet-capable location. Access to meter data is both identification/name and password restricted. Monthly rates and other charges related to LPO are as follows:

Monthly Rate for LPO

Rate for meter data per individual meter (updated monthly)	\$25.00 per meter
Rate for totalized meter data only (updated monthly)	\$35.00 per totalized account
Rate for meter data per individual meter (updated each business day)	\$60.00 per meter

Set-up fee per meter	\$50.00
Set-up fee for totalized meter data only	\$50.00

Provision of LPO requires that the standard meter, as determined solely by Company based upon the Customer's electrical requirement, have the capability of recording electrical consumption information on a 15-minute interval basis. Additional monthly rates and other charges, as described in Section III below, will apply if the standard meter based upon customer's electrical requirement does not have interval data capability.

III. CUSTOMER REQUESTS INSTALLATION OF NON-STANDARD METERING

Company, in its sole determination, shall establish appropriate meter standards based upon Customer's electrical requirement. If a non-residential customer desires additional meter services that require the installation of a non-standard meter, Company will comply for the following monthly rate and other charges:

Monthly Rate for non-standard meter with interval data capability	\$0.48 per month
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The following fees apply when the non-standard meter will not be remotely read:

Meter Set-up Fee	\$18.75
Meter Exchange Fee	\$95.70

A charge shall apply if Customer requests termination prior to 24 consecutive months of operation of a non-standard meter option that provides interval data. The charge shall equal the monthly rate times the sum of 24 minus the number of months the non-standard meter service has been received, not to exceed 24 months.

GENERAL

Upon appropriate notice to Customer, Company reserves the right to suspend and/or terminate any or all of these meter-related programs at any time if providing the requested program is not feasible. Company does not guarantee continuous provision of these meter-related programs but shall use reasonable diligence at all times to provide the program without interruption and having used reasonable diligence shall not be liable to Customer for damages, for failure in, or for interruptions or suspension of the same.

Service rendered under this Rider is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission. The provisions of this Rider are subject to change upon approval of the North Carolina Utilities Commission.

Supersedes Meter-Related Optional Programs Rider MROP-8
Effective on and after August 1, 2015
NCUC Docket No. E-2, Sub 1076

RESIDENTIAL SERVICE
NEIGHBORHOOD ENERGY SAVER PROGRAM RS-NES-1B

PURPOSE

The purpose of this program is to provide information and energy conservation measures to low-income residential customers to encourage and reduce energy consumption and costs.

PROGRAM DESCRIPTION

The program utilizes a Company-selected vendor: (1) to provide one-on-one energy education, (2) to provide an on-site energy assessment of the residence to identify appropriate energy conservation measures and (3) to install a comprehensive package of energy conservation measures at no cost to Customer.

AVAILABILITY

The program is available only to individually-metered residential low-income homeowners and tenants in eligible neighborhoods served and selected by Company, in its sole discretion. Eligible low-income neighborhoods shall have at least 50% of households with incomes equal to or less than 150% of the poverty level set by the U.S. Department of Energy. Participants in eligible low-income neighborhoods are limited to the one-time receipt of energy efficiency measures under this program.

SERVICES PROVIDED

In addition to energy education materials, the program offers the following energy efficiency measures to the participant that may be installed if identified in the on-site energy assessment:

- (a) Compact Fluorescent Bulbs - Up to ten (10) compact fluorescent bulbs will be provided to replace incandescent bulbs.
- (b) Water Heater Wrap and Insulation for Water Pipes - An external insulation wrap to the water heater and adjacent hot and cold water pipes will be provided and installed.
- (c) Water Heater Temperature Check and Adjustment - The temperature of the water being produced by the water heater will be checked and adjusted to the recommended range offering, upon request.
- (d) Low-Flow Faucet Aerators - Up to three (3) low-flow faucet aerators per household will be installed.
- (e) Low-Flow Showerheads - Up to two (2) low-flow showerheads per household will be installed.
- (f) Refrigerator Coil Brush - A coil brush, demonstration of its use, and information on suggested frequency of use and anticipated energy savings will be provided.
- (g) Refrigerator Thermometers - One (1) thermometer in the food compartment and one (1) thermometer in the freezer of the refrigerator will be installed. Information on optimal refrigerator settings will also be provided.
- (h) Wall Plate Thermometer - One (1) wall plate thermometer will be installed in each home.
- (i) HVAC Winterization Kit - A winterization HVAC kit for wall/window AC units will be installed, if seasonably applicable. Each household may receive or have installed up to three (3) kits. Customer will be provided education on the proper use, installation, and value of the winterization kit as a method of stopping air infiltration.
- (j) HVAC Filters - The proper method for installing a replacement filter will be demonstrated and a one-year supply of HVAC filters will be provided.
- (k) Change Filter Calendar - Each participant will be provided a Company magnetic calendar. The calendar provides monthly reminders to the resident to clean or change their HVAC filter.

- (l) Air Infiltration Reduction Measures - Weather stripping, door sweeps, caulk, foam sealant, and clear patch tape will be installed to reduce or stop air infiltration around doors, windows, attic hatches, and plumbing penetrations.
- (m) Energy Savers Calendar - An Energy Savers wall calendar will be provided to each participant. The calendar will provide energy saving tips for each month of the year.

GENERAL

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

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

RESIDENTIAL SERVICE – HOME ENERGY IMPROVEMENT
PROGRAM HEIP-3C

PURPOSE

The purpose of this program is to offer customers a variety of energy conservation measures designed to increase energy efficiency in existing residential dwellings that can no longer be considered new construction. This Program will utilize a network of customer-selected contractors from a prequalified list provided by Company to install energy efficiency measures: (1) to encourage the installation of high efficiency central air conditioning (AC) and heat pump systems, (2) to encourage attic insulation and sealing, (3) to perform diagnostic maintenance on heat pumps or central AC units, (4) to encourage the installation of heat pump water heaters, and (5) to encourage high efficiency room air conditioning.

AVAILABILITY

The program is available to customers whose premise is at least one year old, is served under a residential service schedule by Company, and is applicable to all electric service of the same available type supplied to Customer's premises at one point of delivery through one kilowatt-hour meter under the provisions of this Program.

Incentives are only applicable to measures installed by a prequalified contractor approved by Company; however, high efficiency room air conditioners may be self-installed and do not require the use of a prequalified contractor.

INCENTIVE PAYMENTS

For installations on and after January 31, 2012, Customer shall receive the following incentives for qualifying equipment or other measures:

1. For air duct repair, 50% of the repair cost, not to exceed \$190 per unit per dwelling.
2. For increasing attic insulation to a minimum of R30 and attic air sealing, 37.5 cents per square foot, not to exceed \$500 per dwelling.
3. For the installation of high efficiency central AC, heat pumps, and geothermal heat pumps, \$300 per unit.
4. For HVAC audit, consisting of condenser coil cleaning plus correcting refrigerant charge and adjusting air flow using Company approved diagnostic tool, \$100. Customer shall be eligible for an HVAC audit incentive only once for the HVAC equipment life.
5. For the installation of heat pump water heater(s), \$350 per dwelling.
6. For high efficiency room air conditioner(s), \$25 per unit with a maximum of 4 units per customer account subject to an incentive.

Incentive Payments for qualifying window replacements, HVAC tune-up level 1 and duct testing under Program HEIP-1 shall continue to be available for installations completed on or before March 31, 2012.¹

¹ The incentive payments applicable to installations completed on or before March 1, 2012, as stated in Program HEIP-1: (1) for energy efficient windows shall be \$30 per window, not to exceed \$450 per dwelling; (2) for HVAC tune-up level I, consisting of condenser coil cleaning, shall be \$45; and (3) for air duct testing shall be 50% of the cost of the test, not to exceed \$60 for first unit tested or \$90 for two or more units per dwelling.

RESPONSIBILITY OF PARTIES

A dwelling is eligible to receive an incentive for each central air conditioner or heat pump, and heat pump water heater installed based on the efficiency level. The work performed for all measures must be completed by a Company prequalified contractor who has met the program training requirements and guidelines as set forth by the Program; however, high efficiency room air conditioners may be self-installed and do not require the use of a prequalified contractor.

CONTRACT TERM

Customer shall submit the required incentive application form, including required documentation such as equipment cut sheets and the original contractor invoice as provided by the contractor based upon program requirements, within ninety (90) days of completion of the work. Incentive application forms received after that date will not be eligible to receive an incentive payment.

All energy conservation measures shall be subject to inspection by Company for the purposes of program evaluation, measurement, and verification.

OTHER CONDITIONS

The following equipment specifications shall be met in order to be eligible to receive an incentive:

High Efficiency Heat Pump Replacements - the replacement unit(s) shall be a minimum SEER (Seasonal Energy Efficiency Ratio) of 15.

High Efficiency Central AC Replacements - the replacement unit(s) shall be a minimum SEER of 15.

Geothermal Heat Pumps - shall be a minimum EER (Energy Efficiency Ratio) of 19.

Attic Insulation - shall require air leak sealing, bring the insulation up to a minimum of R30 and existing insulation shall not be higher than R19.

Heat Pump Water Heaters – the replacement unit(s) shall have a minimum Energy Factor of 2.0.

High Efficiency Room Air Conditioning – the unit(s) shall be Energy Star qualified.

COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

GENERAL

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

Supersedes Programs HEIP-3B

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

ENERGY EFFICIENT LIGHTING PROGRAM EEL-1B

PURPOSE

The purpose of this program is to encourage the installation of energy efficient lighting products through education and through the use of pricing incentives at participating retail points of purchase.

AVAILABILITY

This program provides discounted pricing to residential and non-residential customers on qualifying high efficiency lighting products at participating retailers. The program offers a discounted price for selected energy efficient lighting products from various manufacturers, subject to their availability, at retail points of purchase.

INCENTIVE PAYMENTS

Customers will receive an average reduced price based upon the energy efficiency measure purchased for selected ENERGY STAR® and other qualified lighting products at the retail point of purchase. Actual participant incentives will vary depending on bulb or fixture type, wattage, and packaging. The incentive discount may also vary by retailer to best influence the customer's purchase decision.

<u>Energy Conservation Measure</u>	<u>Estimated Average Incentive Payment per Bulb or Fixture</u>	<u>Eligibility Requirement</u>
1. Compact Fluorescent Lightbulbs ("CFLs")	\$1.50	ENERGY STAR Qualified
2. Light Emitting Diodes ("LEDs") Bulbs	\$7.50	ENERGY STAR Qualified
3. Efficient Incandescent Bulbs	\$0.75	≥ 2 times baseline efficacy
4. High Efficiency Lighting Fixtures	\$9.00	ENERGY STAR Qualified

RESPONSIBILITY OF PARTIES

Customers must purchase qualifying products at participating retailers agreeing to the terms and conditions of this offering.

CONTRACT TERM

Customers may only receive discounted pricing from the participating retailer at the time of purchase.

COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this program are understood to be an essential element in the recipient's decision to participate in the program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the program.

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

RESIDENTIAL SERVICE
APPLIANCE RECYCLING PROGRAM RS-ARP-1B

PURPOSE

The purpose of this program is to remove operational refrigerators and freezers (“Appliances”) from service to reduce electrical energy consumption and to provide environmental benefits through proper recycling. PEC offers its residential customers free pick-up and disposal of Appliances and an incentive of \$50 per Appliance for participation.

AVAILABILITY

The program is available to customers who own Appliances with capacities from 10 to 30 cubic feet, which are plugged-in, demonstrated to be cooling, readily accessible for removal and empty at the time of collection. The Appliance(s) must be located at Customer’s residence at the time of pick-up.

INCENTIVE PAYMENTS

Customer shall receive an incentive for qualifying Appliance(s) of \$50 per Appliance, with a limit of two Appliances recycled per account per calendar year. The incentive shall be paid within approximately 6 weeks of pick-up.

RESPONSIBILITY OF PARTIES

Customer is responsible for having an authorized adult, age 18 or older, present at the time Appliances are scheduled for pick-up. Customer, or Customer’s representative, must sign appropriate Company forms to release ownership of the Appliances to PEC for removal and recycling. Customer is also responsible for ensuring the Appliances are plugged-in, demonstrated to be cooling, readily accessible for removal and empty at the time of collection. Company will remove and recycle Appliances from service.

GENERAL

Service rendered under this Program is subject to the provisions of the Service Regulations of the Company on file with the North Carolina Utilities Commission.

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

RESIDENTIAL SERVICE
MY HOME ENERGY REPORT PROGRAM RS-HERP-1A

PURPOSE

The purpose of this program is to provide comparative usage data for similar residences in the same geographic area to motivate customers to better manage and reduce energy usage. The program will assist residential customers in assessing their energy usage and provide recommendations for more efficient use of energy in their homes. The program will also help identify those customers who could benefit most by investing in new energy efficiency measures, undertaking more energy efficient practices and participating in Duke Energy Progress programs.

AVAILABILITY

The program is available at Company's option to residential customers served on a Duke Energy Progress residential rate schedule from Duke Energy Progress' retail distribution system. Company may require a minimum number of months of historical usage data before allowing participation

INCENTIVE

Customer will receive periodic comparative usage data reports via direct mail or online channels.

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

RESIDENTIAL SERVICE - LOAD CONTROL
RIDER LC-WIN-2B

AVAILABILITY

This Rider is available in conjunction with all residential service schedules provided Customer contracts for Company or its representative to install and operate the necessary control equipment in a location provided by Customer and suitable to Company in or about the residential dwelling unit to (1) interrupt service to all resistance heating elements installed in approved central electric heat pump unit with strip heat and/or (2) interrupt service to each installed, approved electric water heater. Company shall be allowed to monitor Customer's load or any part thereof and the operation of controlled appliances, at no charge, to Customer under the provisions of this Rider. To participate in the program, Customer must either own and occupy the residence or occupy and provide Company with owner-consent.

Service under this Rider is only available in Company's Western Region service territory in and surrounding Asheville. This Rider is only available where Company has the necessary communications equipment installed and where such signal can be satisfactorily received at Company's specified location on Customer's residence.

MONTHLY RATE

Electric Resistance Heating Element Credit

Customer shall receive an Initial One-Time Bill Credit of \$25 in the next bill following successful installation and testing of the load control device(s) on the resistance heating elements installed in Customer's electric heat pump(s). On the next bill following each twelve months of continuous participation on the program Customer shall receive an additional Annual Bill Credit of \$25. Customer leaving the program may return anytime to the program but shall not receive the Initial One-Time Bill Credit but must complete a twelve month continuous participation on the program to receive the Annual Bill Credit of \$25.

Water Heater Credit

Customer shall receive an Initial One-Time Bill Credit of \$25 in the next bill following successful installation and testing of the load control device on Customer's electric water heater(s). On the next bill following each twelve months of continuous participation on the program Customer shall receive an additional Annual Bill Credit of \$25. Customer leaving the program may return anytime to the program but shall not receive the Initial One-Time Bill Credit but must complete a twelve month continuous participation on the program to receive the additional Annual Bill Credit of \$25. Customer leaving the program may return anytime to the program but shall not receive the initial one-time bill credit but must complete a twelve month continuous participation on the program to receive the Annual Bill Credit of \$25.

REFERRAL INCENTIVE

A participating Customer shall receive a \$25 incentive for each new program participant that provides a referral code and successfully enrolls in either Rider LC-WIN or Rider LC-SUM, or both. Successful enrollment shall include installation of the necessary control equipment in or about the new Customer's residential dwelling unit, to interrupt service to all resistance heating elements installed in approved central electric heat pump unit with strip heat and/or electric water heater. The maximum referral incentive available to any participating Customer shall not exceed \$100 (or four referrals) per calendar year. The participating Customer will be mailed the referral incentive as a check within 30 days of successful installation at the new Customer's premise. Company will verify and track referrals by unique

referral codes provided to participating Customers. New Customers will be required to provide a referral code at the time of enrollment.

APPROVED CENTRAL ELECTRIC HEAT PUMP UNIT

An approved central electric heat pump unit with strip heat is an installed central heating unit used to heat the residence through a ducted system. All central electric heat pump units installed at the residence must participate in load control in order to receive the Annual Bill Credit.

APPROVED ELECTRIC WATER HEATER

An approved water heater is an insulated standard storage-type water heater of not less than 30 gallons rated capacity equipped with either one self-contained electric heating element or two self-contained non-simultaneous operating electric heating elements. The wattage rating of each element shall not exceed 5,500 watts. All storage-type water heaters installed at the residence must participate in load control in order to receive the Annual Credit. On-Demand (Tankless or Instantaneous) water heaters are excluded from this program.

INTERRUPTION

Company shall be allowed, at its discretion, to interrupt service to each water heater for up to four hours during each day of the calendar year. Such interruption may be for longer periods of time in the event continuity of service is threatened. Company shall also be allowed, at its discretion, to interrupt service to the resistance heating elements in each electric heat pump unit for up to four hours per day during the winter months. Resistance heating element interruptions shall be limited to a total of 60 hours during any one winter season and are subject to interruption during the calendar months of December through March. Company reserves the right for longer interruption in the event continuity of service is threatened. The Company reserves the right to test the load control equipment at any time, and such test periods shall be counted towards the maximum hourly interruption limit. Customer shall have the option to override the heat interruption control event; however, if Customer exceeds two (2) control event overrides per controlled device(s) in a single control season of December through March, Customer may be subject to removal from the program and shall forfeit the next subsequent Annual Bill Credit for that controlled device. A control event override is defined as customer requesting exemption from part or whole of the interruption time period.

EQUIPMENT INSPECTION AND SERVICING

Company or its agents shall have the right of ingress and egress to Customer's premises at all reasonable hours for the purpose of inspecting Company's wiring and apparatus; changing, exchanging, or repairing its property, as necessary; or removing its property after termination of service. Company and Customer shall schedule a convenient time for such purposes whenever it is necessary to service Company's equipment installed inside the residence. If any tampering with Company-owned equipment occurs, Company may adjust the billing and take other action in accordance with the Rules and Regulations of the North Carolina Utilities Commission and the laws of the State of North Carolina as applicable to meter tampering.

SALES TAX

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

CONTRACT PERIOD

The Contract Period shall not be less than one year. Customer or Company may terminate participation under the Rider by providing 30 days prior notice to the other party. Upon termination, installed equipment at the residence will be remotely disabled to prevent further load control, but will only be removed upon request by Customer.

COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

Supersedes LC-WIN-2A

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

RESIDENTIAL SERVICE - LOAD CONTROL
RIDER LC-SUM-3B

AVAILABILITY

This Rider is available in conjunction with all residential service schedules provided Customer contracts for Company or its representative to install and operate the necessary control equipment in a location provided by Customer and suitable to Company in or about the residential dwelling unit, to interrupt service to each installed, approved electric central air conditioning unit and/or electric heat pump and to monitor their operation under the provisions of this Rider. Company shall be allowed to monitor Customer's load or any part thereof and the operation of controlled appliances, at no charge, to Customer under the provisions of this Rider. To participate in the program, Customer must either own and occupy the residence or occupy and provide Company with owner-consent. This Rider is only available where Company has the necessary communications equipment installed and where such signal can be satisfactorily received at Company's specified location on Customer's residence.

MONTHLY RATE

Customer shall receive an Initial One-Time Bill Credit of \$25 in the next bill following successful installation and testing of the load control device(s). On the next bill following each twelve months of continuous participation on the program Customer shall receive an additional Annual Bill Credit of \$25. Customer leaving the program may return anytime to the program but shall not receive the Initial One-Time Bill Credit but must complete a twelve month continuous participation on the program to receive the additional Annual Bill Credit of \$25.

REFERRAL INCENTIVE

A participating Customer shall receive a \$25 incentive for each new program participant that provides a referral code and successfully enrolls in either Rider LC-WIN or Rider LC-SUM, or both. Successful enrollment shall include installation of the necessary control equipment in or about the new Customer's residential dwelling unit, to interrupt service to each installed, approved electric central air conditioning unit and/or electric heat pump. The maximum referral incentive available to any participating Customer shall not exceed \$100 (or four referrals) per calendar year. The participating Customer will be mailed the referral incentive as a check within 30 days of successful installation at the new Customer's premise. Company will verify and track referrals by unique referral codes provided to participating Customers. New Customers will be required to provide a referral code at the time of enrollment.

APPROVED CENTRAL AIR CONDITIONING UNIT

An approved electric central air conditioning and/or electric heat pump unit is a central electric air conditioning unit used to cool the residence through a ducted system. All central air conditioning units installed at the residence must participate in load control in order to receive the Annual Credit.

INTERRUPTION

Company shall be allowed, at its discretion, to interrupt service to each air conditioner for up to four hours during each day of the summer control season months of May through September. Company reserves the right for longer interruption in the event continuity of service is threatened. Air conditioner interruptions shall be limited to a total of 60 hours during any one summer season. The Company reserves the right to test the load control equipment at any time, and such test periods shall be counted towards the maximum hourly interruption limit. Customer shall have the option to override an air conditioner based control event, however, if Customer exceeds two (2) control event overrides per controlled device(s) in a single control season of May through September, Customer may be subject to

removal from the program and shall forfeit the next subsequent Annual Bill Credit for that controlled device. A control event override is defined as Customer requesting exemption from part or whole of the interruption time period.

EQUIPMENT INSPECTION AND SERVICING

Company or its agents shall have the right of ingress and egress to Customer's premises at all reasonable hours for the purpose of inspecting Company's wiring and apparatus; changing, exchanging, or repairing its property, as necessary; or removing its property after termination of service. Company and Customer shall schedule a convenient time for such purposes whenever it is necessary to service Company's equipment installed inside the residence. If any tampering with Company-owned equipment occurs, Company may adjust the billing and take other action in accordance with the Rules and Regulations of the North Carolina Utilities Commission and the laws of the State of North Carolina as applicable to meter tampering.

SALES TAX

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

CONTRACT PERIOD

The Contract Period shall not be less than one year. Customer or Company may terminate participation under the Rider by providing 30 days prior notice to the other party. Upon termination, installed equipment at the residence will be remotely disabled to prevent further load control, but will only be removed upon request by Customer.

COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

Supersedes LC-SUM-3A

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

RESIDENTIAL SERVICE (EXPERIMENTAL)
SUNSENSE SOLAR REBATE RIDER SSR-3A

AVAILABILITY

This experimental Rider is available in conjunction with the Company's Residential Service Time-of-Use Schedule R-TOUD and Net Metering for Renewable Energy Facilities Rider NM to a Customer installing and operating a rooftop-mounted solar photo-voltaic (PV) electric generating system located and used at Customer's primary, legal residence where a part or all of the electrical requirements of Customer can be supplied from Customer's generating system. The system must be installed after Company approval of Customer's Residential Solar Photovoltaic (PV) Program Application. The alternating current (AC) capacity rating of the generating system shall not be less than 2 kilowatts or greater than 10 kilowatts, but in no case shall the capacity exceed Customer's annual peak kilowatt requirement. The generating system that is connected in parallel operation with service from Company and located on Customer's premises must be manufactured, installed and operated in accordance with governmental and industry standards and the system must comply with the requirements of IEEE 1547 while the inverter must be certified to meet the requirements of UL 1741, or its successor.

The provisions of Schedule R-TOUD and Rider NM with which this Rider is used are modified only as shown herein. Customer may not simultaneously receive service under this Rider and Company's Cogeneration and Small Power Production Schedule CSP or participate as a generation resource in NC GreenPower or other voluntary green power market.

New participation under the Rider is limited to no greater than 1 megawatt of total generation, based upon the AC capacity rating, in a calendar year. Once this limit is achieved, no new applications will be accepted until the next calendar year. This Rider shall be available to new applicants until December 31, 2015.

APPLICATION REQUIREMENTS

Customer must complete and submit an Application for Service under the SunSense Program prior to installation of the generating system. Within no greater than 90 days of application acceptance, Customer must submit a Certificate of Completion indicating that the installation is complete and billing under Schedule R-TOUD, Rider NM and Rider SSR shall begin with the next full billing month upon installation of appropriate Company metering. Failure to submit the Certificate of Completion within 90 days shall require Customer to resubmit the Application if service continues to be requested under the SunSense Program. The installation shall be subject to inspection and verification at any time, upon request by Company. Effective on and after October 31, 2013, the Application must state a NC Electrical Contractor License number and a NABCEP certification number.

PARTICIPATION PAYMENTS

Upon receipt of the Certificate of Completion, Customer shall receive a one-time participation payment of \$250 per kilowatt times the alternating current (AC) capacity rating of Customer's solar photo-voltaic electric generating system.

MONTHLY RATE

The Monthly Rate shall be an amount computed under Schedule R-TOUD and Rider NM for the on-peak kilowatt demand and on-peak and off-peak kilowatt-hours used during the current month, less the following credit:

$$\text{SSR Credit} = \$4.50 \text{ per kilowatt times the alternating current (AC) capacity rating of the generating system}$$

In no case shall the Monthly Bill be less than zero (\$0). Customer shall notify Company immediately if the PV system is removed from service and the SSR Credit will cease until system operation is restored.

RENEWABLE ENERGY CERTIFICATES (GREEN TAGS)

All “renewable energy certificates” (RECs), “renewable energy credits” or “green tags” associated with the solar photo-voltaic generation system shall be conveyed to Company and Customer certifies that the RECs have not and will not be remarketed or otherwise resold for any purpose, including another renewable energy portfolio standard or voluntary purchase of renewable energy certificates in North Carolina or in any other state or country for the Contract Period and any successive contract periods thereto.

CONTRACT PERIOD

The Contract Period for service under this Rider shall be five (5) years and thereafter shall be renewed for successive one-year periods. Customer may terminate service under this Rider at any time by giving at least sixty (60) days previous notice of such termination in writing to Company and upon payment of an early termination charge equal to \$4.17 per kilowatt based on the AC capacity rating of the generating system times the number of months remaining in the initial 60 month contract period.

Company reserves the right to terminate service under this Rider at any time upon written notice to Customer in the event that Customer violates any of the terms or conditions of this Rider, or operates the generating system in a manner which is detrimental to Company and/or its customers. Company may also terminate service under this Rider and request repayment of any Participation Payments and monthly SSR Credits if Customer intentionally misstates or misrepresents the operating capacity or operating characteristics of the solar photo-voltaic (PV) electric generating system during the Contract Period.

GENERAL

Customer shall comply with all applicable standards and requirements for interconnecting generation with electric power systems. Company agrees to comply with all state registration and reporting requirements associated with RECs while Customer receives service under this Rider. The terms, conditions and provision of this Rider are subject to change upon approval by the state regulatory commission.

Supersedes Rider SSR-3

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

RESIDENTIAL SERVICE
RESIDENTIAL NEW CONSTRUCTION PROGRAM RNC-1C

PURPOSE

The purpose of this program is to incent the installation of high-efficiency heating ventilating and air conditioning (“HVAC”) and heat pump water heating (“HPWH”) equipment in new residential construction. Additionally, the program incents new construction that meets falls within the 2012 North Carolina Residential Building Code to meet or exceed the 2012 North Carolina Energy Conservation Code High Efficiency Residential Option (“HERO”). If elected by a builder or developer constructing to the HERO standard, the program also offers the homebuyer an incentive guaranteeing the heating and cooling consumption of the dwelling’s total annual energy costs.

AVAILABILITY

This program is available to builders and developers installing high-efficiency HVAC and HPWH equipment in new single family, manufactured, and multi-family residential housing units that are served under any of the Company’s residential schedules.

The program is also available to builders and developers of new single family and multi-family residential dwellings (projects of three stories and less) that comply with all requirements of the 2012 HERO standard and are served under any of the Company’s residential schedules. Manufactured housing, multi-family residential housing projects over three stories, and any other dwellings which do not fall within the 2012 North Carolina Residential Building Code, are not eligible for any whole house incentives.

Photovoltaic solar systems installed as part of a new home are allowed, but may not count toward the dwelling’s Home Energy Ratings System (“HERS”) Index for incentive purposes.

The program is also available to an initial homeowner served under any of Company’s residential schedules for any home constructed to meet or exceed the HERO standard when the builder or developer elects to extend a heating and cooling energy usage guarantee to the homeowner.

INCENTIVE PAYMENTS APPLICABLE TO BUILDERS AND DEVELOPERS

Builders and developers shall receive incentive(s) for either inclusion of high efficiency equipment or construction meeting the HERO standard, but not both. Upon Company’s approval of the builder’s or developer’s application, the following incentive payment(s) are applicable:

<u>Energy Conservation Measure</u>	<u>Incentive Payment*</u>	<u>Eligibility Requirement</u>
<i>Equipment Measures</i>		
1. Heat Pump Water Heater**	\$350	Energy Factor \geq 2.0
2. High Efficiency HVAC:		
- Air-to-Air Heat Pump	\$300	Requires minimum 15 SEER
- Central Air Conditioning	\$300	Requires minimum 15 SEER
<i>Whole House Measures</i>		
1. HERO	\$1000	Meet 2012 NCECC HERO standards
2. HERO plus HERS 70	\$1750	Meet HERO standards and achieve a 70 HERS Index
3. HERO plus HERS 65	\$2500	Meet HERO standards and achieve a 65 HERS Index
4. HERO plus HERS 55	\$4000	Meet HERO standards and achieve a 55 HERS Index

* Incentive payment amounts are subject to change by Company.

** Electric Heat Pump Water Heater incentives are only available upon completion of the installation to the first 1,000 applicants.

INCENTIVES APPLICABLE TO HOMEOWNERS

At the sole option of the builder or developer, homeowners may be offered an incentive guaranteeing the heating and cooling portion of the dwelling's total annual energy costs. Homeowners participating in the guarantee may receive a payment based on heating and cooling energy usage that is deemed to exceed the stated guarantee. The guarantee is applicable solely to the initial homeowner and offers payment based on annual usage that exceeds estimated usage based upon the HERO standard used in constructing the dwelling. The guarantee shall apply for no longer than three years from registration. Guarantee incentives are only available at the end of each full year of electric service. Upon Company's review of valid homeowner claims for payments, including a review of prudent energy management practices as defined in the guarantee application, a homeowner shall receive a qualifying payment.

RESPONSIBILITY OF PARTIES

Builders and developers shall complete and submit an application with supporting documentation and, if applying for whole house incentives, a copy of the REM/RateTM Home Summary Report issued by a third-party HERS Rater. The application for equipment incentives must include invoices. Applications for whole house incentives must include HERO compliance verification and a REM/Rate Home Summary Report as assessed by a qualified HERS rater recognized by the Residential Energy Services Network ("RESNET").

The homeowner shall complete an application, including all supporting documentation, and register the dwelling in the heating and cooling energy usage guarantee program. The homeowner agrees to exercise prudent energy management of the home, as defined in the guarantee application.

CONTRACT TERM

The builder, developer or a designated representative shall complete and submit an application with supporting documentation, and if applying for whole house incentives, the REM/Rate Home Summary Report, no later than 6 months of completion of the dwelling established as the date the Company's electric meter is installed. Incentive application forms received after 6 months will not be subject to an incentive payment. All dwellings receiving incentives shall be subject to inspection by Company for the purpose of program evaluation, measurement, and verification.

The homeowner must complete and submit an application, with supporting documentation, for the usage guarantee within no later than 30 days following the home purchase. Applications received after 30 days will not be subject to the guaranteed usage incentive.

COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

GENERAL

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

Supersedes Program RNC-1B

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

ENERGY EFFICIENCY EDUCATION PROGRAM EEE-1A

PURPOSE

The purpose of this program is to educate students about energy efficiency in homes and schools through energy-related curriculum, a home energy survey and energy efficiency measures.

PROGRAM

This program is available, at the Company's option, to K-12 public and private schools served by the Company.

This program provides students in participating schools the ability to complete an energy survey of their home. Each eligible student who completes a home energy survey will receive an energy efficiency measure for their home, not to exceed \$30.00 in value, such as a package of compact fluorescent light bulbs or an energy efficiency starter kit.

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

RESIDENTIAL MULTI-FAMILY ENERGY EFFICIENCY
PROGRAM MEE-1A

PURPOSE

The purpose of this program is to encourage the installation of new energy efficient measures and devices in multi-family apartments to reduce energy usage.

AVAILABILITY

This program is available to property managers of individually-metered apartments consisting of four (4) or more dwelling units per building where the residences are served under any Duke Energy Progress residential rate schedule from the Duke Energy Progress retail distribution system. Each dwelling unit shall have its own individual electric water heater.

PROGRAM

The Company will provide and install at no cost to the property manager certain energy efficient appliances, devices and other measures including, but not limited to, high efficiency lighting and low flow water measures.

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

COMMERCIAL, INDUSTRIAL AND GOVERNMENTAL ENERGY EFFICIENCY
PROGRAM CIG EE-3B

PURPOSE

The purpose of this program is to promote the installation of energy efficient measures by non-residential customers by providing incentives through (1) a set of pre-defined prescriptive measures, (2) custom measures specifically designed to meet Customer's individual need, (3) technical assistance to identify energy efficiency opportunities, and (4) custom whole-building measures and design incentives for a new facility, or major renovation.

AVAILABILITY

This Program is available to non-residential customers receiving metered service in conjunction with any of Company's general service schedules. Technical assistance and design incentives under the Program are only available to Customers either (1) consuming 500,000 kWh or more in the previous 12 months or (2) for new construction with 20,000 square feet or more of conditioned space. Custom whole-building measures and design incentives are only available to new construction, and major renovation applications which are defined as the design and construction of a new facility, or a major renovation of an existing facility where the interior is completely demolished down to the studs, including the removal of the space conditioning and lighting systems, and the space is completely redeveloped.

INCENTIVE PAYMENTS

In most cases, Customer must complete and submit a pre-notification application before installing equipment or a measure for which an incentive is requested. The Policies and Procedures manual available at the program website (<http://progress-energy.com/carolinasBusiness>) describes the specific incentives that do not require a pre-notification application. Upon approval of the pre-notification application and within ninety (90) days of completion of installation, Customer must submit an Application for Incentive Payment, supporting documentation, and verification that the energy efficient measures meriting an incentive payment meets Program requirements. Company may inspect Customer's premise before, during and after measure implementation to verify installation.

Incentive payments will be one-time payments and shall be determined as follows:

1. Prescriptive Measures – Customer shall receive an incentive payment for the installation of certain high efficiency equipment and measures, including lighting; heating, ventilating and air conditioning equipment; and refrigeration measures and equipment. A list of eligible equipment and measures and specific incentive amounts are available at the Program website: <http://progress-energy.com/carolinasBusiness>
2. Custom Measures – Customer shall receive an incentive payment for the implementation of energy efficiency measures and equipment not included in the Prescriptive Measures category upon the provision of studies or other analyses to quantify expected energy reductions. The incentive payment shall be \$0.08 times the estimated first year kWh reduction following implementation of the energy efficiency measure, based upon Company confirmation of the study results.

3. Technical Assistance – Customer shall receive an incentive payment of 50% of Customer's cost for a feasibility study, energy assessment, or retro-commissioning service. In no case shall the incentive payment under this category exceed \$10,000 for customers with annual consumption from 500,000 to 2,000,000 kWh or \$20,000 for customers with annual consumption in excess of 2,000,000 kWh.
4. Custom Whole-Building Measures – For new buildings, or major renovations achieving an energy reduction of 10% to 20%, Customer shall receive an incentive payment of \$0.09 times the estimated first year kWh reduction following installation. For energy reductions in excess of 20%, Customer shall receive an incentive payment of \$0.14 times the estimated first year kWh reduction following installation. Estimated energy savings shall be supported by Customer studies and analyses using PEC approved methodologies and techniques and is subject to Company's confirmation of the study results. Customer utilizing Custom Whole-Building Measure cannot receive Prescriptive or Custom measure incentives for the same project.
5. Design Incentives – For new buildings and major renovations of at least 20,000 square feet, Customer shall receive an incentive payment of (a) \$0.05 times the estimated first year kWh reduction following installation, not to exceed \$50,000 **or** (b) the cost of a building energy modeling service, not to exceed \$20,000. Estimated energy savings shall be supported by Customer studies and analyses using PEC approved methodologies and techniques and is subject to Company's confirmation of the study results.

In no case shall Customer's cumulative project incentive payment at one facility in a calendar year exceed 75% of Customer's total project cost and shall furthermore be limited as follows:

1. Incentives payments of \$100,000 or less shall be paid at 100% of the earned amount;
2. Incentives payments between \$100,001 and \$500,000 shall be paid at 50% of the earned amount;
3. Incentives payments between \$500,001 and \$1 million shall be paid at 25% of the earned amount; and
4. Incentives payments in excess of \$1 million will be paid at 10% of the earned amount.

RESPONSIBILITY OF PARTIES

Upon the occurrence of any of the following events, Company may request Customer to refund within thirty (30) days of such request incentive payments received:

1. Customer does not install and operate incentivized equipment or other measures, or
2. Customer removes incentivized equipment or other measures before the earlier of five (5) years from the date of equipment or measure installation or the end of the equipment or measure life; or
3. If upon any sale, lease or other disposition by Customer of the premise where the incentivized equipment or measure is located or installed, Customer does not secure an agreement transferring all related rights, obligations and liabilities (including payment obligations of the DSM/EE rate) and including Program participation to the buyer of the premise upon which the incentivized equipment or measure is located or installed.

In the event Company requests a refund, Company's refund will be a prorated amount of incentive payments originally provided by Company to Customer based on the period of time that the related equipment or measure was installed and operated. If the equipment or measure was never installed, the full amount of originally provided incentive payments shall be refunded to Company by Customer.

The customer is responsible for any and all income tax payments that may result from receipt of an incentive payment.

GENERAL

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

COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

DSM/EE OPT-OUT ELIGIBILITY

Customer participating in this program loses the right to be exempt from the DSM/EE rate for ten (10) years following receipt of an incentive.

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

DEMAND RESPONSE AUTOMATION
RIDER DRA-3A

AVAILABILITY

This Rider is available to non-residential customers receiving metered service in conjunction with any of Company's general service schedules provided Customer contracts under the provisions of this Rider for a Contracted Curtailable Demand of 75 kW or greater during summer peak periods. Customer shall contract to curtail electric load under either the Curtailable Option or the Emergency Generator Option, as described below. The Curtailable Option under this Rider is available to all qualified non-residential customers that can curtail electrical load in response to a Company curtailment request. The Emergency Generator Option is available only to Customer transferring electrical load from Company's source to a standby generator.

Within each option, Customer shall have the opportunity to: (1) allow Company to install load control devices to remotely control its electrical equipment, or (2) forgo Company remote load control and manually curtail its load upon receiving notification from Company that a Curtailment Event is being declared. If Customer elects to be controlled remotely by Company, eligible electrical equipment shall be identified by Company during a Site Survey with the control scheme to be agreed upon by Customer and Company. Customer shall be responsible for any cost required to support the automated control equipment and for ensuring that the Rider's minimum demand response requirements are met.

Company shall provide service using a meter designated for this Rider that is capable of recording electrical consumption on a 15-minute interval basis. If Customer does not have designated meter based upon Customer's Contract Demand, such meter shall be provided in accordance with the "Non-Standard Metering" provisions contained in Section III of the METER-RELATED OPTIONAL PROGRAMS RIDER MROP. Rates stated in Section III of Rider MROP apply and are not modified by this Rider.

This Rider is not available for (1) short-term or temporary service, (2) Customer electing to Opt-Out of the DSM/EE Programs, (3) Customer participating in Large Load Curtailable Rider LLC, Dispatched Power Rider No. 68, or Incremental Power Service Rider IPS, or (4) demand served by Premier Power Service Rider PPS generation.

The Schedule used in conjunction with the Rider is modified only as indicated within the Rider.

DEFINITIONS

1. CONTRACTED CURTAILABLE DEMAND

The Contracted Curtailable Demand, established for both summer (calendar months June through September) and winter (calendar months of December through February) peak periods, shall be the amount of demand Customer agrees to curtail during a Curtailment Event consistent with findings from Site Survey of Customer's facilities and analysis of historical load profiles, if available. The summer Contracted Curtailable Demand shall be used to determine Monthly Availability Credits. The winter Contracted Curtailable Demand shall not be subject to a minimum of 75 kW.

2. CURTAILMENT EVENT

The Curtailment Event shall be a period of no more than 8 hours and the total number of Curtailment Events shall be no more than 10 during a calendar year, but no less than 3 for the Curtailable Option and no less than 1 for the Emergency Generator Option. An annual summer test event shall be applicable to the Emergency Generator Option. The test event shall be a continuous period of no greater than 8 hours and shall be considered a Curtailment Event. Company reserves the right for a longer curtailment duration or higher number of annual Curtailment Events under either Option if continuity of service is threatened; however, the Emergency Generator Option shall not exceed 80 hours per calendar year.

Company shall send notification to Customer a minimum of 30 minutes before the requested Curtailment Event is to take place. Company shall use reasonable diligence to notify Customer of an impending Curtailment Event and having used reasonable diligence shall not be liable to Customer should Customer not receive notification or an automated demand control signal.

3. EVENT DEMAND REDUCTION

The Event Demand Reduction shall be the Event Baseline Demand less the Curtailment Event Demand, but not greater than 150% of Contracted Curtailable Demand and not less than zero. This value will determine the kW demand reduction for which Customer will receive an Event Performance Credit. In months where multiple Curtailment Events occur, the Event Performance Credit shall be based on the sum of Event Demand Reductions for each Curtailment Event.

4. CURTAILMENT EVENT DEMAND

The Curtailment Event Demand shall be the average 15-minute kW demand registered or computed by or from Company's metering facilities during a single Curtailment Event.

5. EVENT BASELINE DEMAND

The Event Baseline Demand shall be the average 15-minute kW demand during the Curtailment Event hours for the immediate 3 prior days (excluding weekends, days with Curtailment Event, and Holidays), which shall be determined by dividing the sum of kWh during the corresponding Curtailment Event hours by the total number of hours. Holidays are defined as New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. For purposes of calculating Event Baseline Demand, when one of the holidays falls on a Saturday, the Friday before the holiday will be excluded, and when the holiday falls on a Sunday, the following Monday will be excluded.

6. NON-COMPLIANCE EVENT

A Non-Compliance Event occurs when Customer's Event Demand Reduction falls below 90% of the seasonal Contracted Curtailable Demand. Multiple Non-Compliance Events can occur within a single month.

7. CURTAILMENT EVENTS OUTSIDE THE PEAK PERIOD

System conditions may result in the need to initiate Curtailment Events outside of summer and winter peak periods. For Curtailment Events occurring during the calendar months of March through May and October through November, Non-Compliance Events will not be applicable and Customer's summer Contracted Curtailable Demand will be used to establish the maximum allowable Event Demand Reduction.

MONTHLY RATE

The Monthly Rate shall be an amount computed under the applicable Schedule for the Billing Demand and the kilowatt-hours used during the current month, plus a Monthly Rate for non-standard meter installation under Section III of Rider MROP, if applicable, less a Monthly Availability Credit and less an Event Performance Credit where:

- 1) Monthly Availability Credit = $\$3.25/\text{kW} \times \text{Summer Contracted Curtailable Demand}$
- 2) Event Performance Credit = $\$6.00/\text{kW} \times \text{Sum of Event Demand Reductions in Current Month}$

Event Performance Credit shall be zero (\$0) in all months with no Curtailment Events. Each Non-Compliance Event will result in the loss of four (4) months of future Monthly Availability Credits under the Curtailable Option or the loss of six (6) months of future Monthly Availability Credits under the Emergency Generator Option. The total months of lost Monthly Availability Credits will be allowed to accrue with no limit. Customer whose service under the Rider is terminated may reinitiate service under the Rider at anytime, but will not be eligible to receive a Monthly Availability Credit for twelve (12) months or for the remainder of the accrued months of lost Monthly Availability Credits at the time Customer terminated service, whichever is greater. The number of Non-Compliance Events accumulated by Customer shall not be affected by renewal of Contract Period.

COMMUNICATIONS REQUIREMENTS

Customer must provide satisfactory space and electrical power supply for Company's two-way communication equipment. In the event that a continuous cellular connection cannot be maintained at the location of Company's equipment, Customer must provide, at Customer's expense, a dedicated telephone line or other adequate media, as approved by Company, to establish uninterrupted communication with Company's equipment. Customer must also provide, at Customer's expense, a telephone line or other adequate media, as approved by Company, in order to receive the 30-minute advance notification from Company.

PARTICIPATION INCENTIVE

During the first year of the initial 5-year Contract Period, Customer will receive a one-time Participant Incentive, in the amount of \$50.00/kW, to support Customer investment related to participation in the program, including purchase and installation of automation controls and DR-enabling equipment. Under the Curtailable Option, this incentive will be based on an average of Customer's Event Demand Reduction for the first two summer Curtailment Events following execution of a Contract. Under the Emergency Generator Option, this incentive will be based on Customer's Event Demand Reduction for the first summer Curtailment Event following execution of a Contract. Any Customer having service under the Rider terminated during the initial 5-year Contract Period shall be charged by Company an amount equal to the Participation Incentive received by Customer under the Rider. A Customer account is eligible for only one Participation Incentive credit for the life of this Rider.

CONTRACT PERIOD

The Contract Period shall be five (5) years, with automatic extensions of two (2) years thereafter, unless terminated by either party at the end of the Contract Period by giving not less than sixty (60) days written prior notice. At Company's sole option, Company may terminate the Customer's Contract under this Rider upon written notice to the Customer for the failure to perform satisfactorily during three consecutive Curtailment Events or for violation of any of the terms or conditions of the applicable Schedule or this Rider.

ADJUSTMENTS TO CONTRACTED CURTAILABLE DEMAND

Customer may reduce the Contracted Curtailable Demand without charge at the end of any Contract Period. The Contracted Curtailable Demand may also be adjusted, upon Company approval, during a 4-week period immediately following any Curtailment Event, provided it is not adjusted more than 2 times in a calendar year. Customer may request, by providing 30-days advance written notice, a downward adjustment to Contracted Curtailable Demand related to a permanent change in equipment or operations.

SALES TAX

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

GENERAL

Service rendered under this Rider is subject to the provisions of the Service Regulations of the Company on file with the state regulatory commission. The provisions of this Rider are subject to change upon approval by the North Carolina Utilities Commission.

DSM/EE OPT-OUT ELIGIBILITY

Customer participating in this program loses the right to be exempt from the DSM/EE rate for ten (10) years following initiation of service under the Rider.

Supersedes Rider DRA-3

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

SMALL BUSINESS ENERGY SAVER PROGRAM – SBES – 1B

PURPOSE

The purpose of this program is to encourage the installation of energy efficiency measures by commercial businesses. The program targets improvements in lighting; refrigeration; and heating ventilating and air conditioning. All program services shall be provided by a Company-authorized vendor that will solicit participants, complete and provide non-binding site surveys at no cost to Customer, and provide a Small Business Energy Saver Program Participation Agreement that states the scope and cost of the proposed improvements. Upon execution of this Agreement by Customer, all work will be performed by independent contractor(s) selected by the Company-authorized vendor. The vendor shall warranty all parts and labor.

AVAILABILITY

The program is available to existing individually-metered buildings occupied by a commercial business as determined by its standard industrial classification (SIC) code with an annual demand requirement of 100 kW or less that cannot be classified as new construction. A Landlord Consent Agreement must be executed prior to completion of the site survey when Customer doesn't own the occupied facility. Program participation is limited to no more than three premises per calendar year for an individual business entity. The program is only available, in Company's sole discretion, to qualifying customers in areas served and selected by Company.

INCENTIVE PAYMENTS

The amount of the incentive shall be a percentage of the installed cost of the measures and is subject to modification over time to enhance participation and the cost-effectiveness of the program. All incentives shall be paid by Company directly to the Company-authorized vendor upon receipt of a Project Completion form that states the existing and improved energy efficiency measure(s) have been installed. All project costs above the incentive amount shall be the responsibility of the Customer and shall be paid based upon payment terms arranged between Customer and vendor. Extended payment options may be available to a customer requesting this option.

RESPONSIBILITY OF PARTIES

Prior to the provision of any services under this program, Customer shall execute or cause to be executed an Energy Survey Agreement, Owner Consent Agreement, Small Business Energy Saver Program Participation Agreement or Project Completion form, as appropriate. Customer agrees to not remove or resell equipment or other measures installed pursuant to this program and they shall remain at their current location. Disputes regarding the installation shall be subject to the terms and conditions of the executed Participation Agreement and shall be resolved in accordance with the terms thereof. Company has no liability and makes no guarantee with respect to the installation or performance of the installed measure(s).

Customer shall permit Company and its authorized vendor the right of ingress and egress to Customer's premises at all reasonable hours for the purpose of pre-installation and post-installation inspection of the project to determine the actual kW reduction and energy savings for program evaluation purposes.

COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

GENERAL

Service rendered under this Program is subject to the provisions of the Service Regulations of the Company on file with the North Carolina Utilities Commission.

Supersedes Program SBES-1A

Effective for service rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

STREET LIGHTING SERVICE REGULATIONS

1. SERVICE AGREEMENT

In order to assure certainty and uniformity of conditions, Company will only supply street lighting service under its uniform Service Agreement, consisting of (1) the Application for Street Lighting Service, (2) the applicable Schedule, and (3) the Street Lighting Service Regulations.

2. DEFINITIONS

- (a) Dusk is a period before nightfall and in the illumination of lamps it will be considered as being approximately 30 minutes after sunset.
- (b) Dawn is a period after daybreak and in the illumination of lamps it will be considered as being approximately 30 minutes before sunrise.
- (c) A special street lighting pole or post is any standard Company-owned pole or post installed as a part of its overhead street lighting system and on which no other Company overhead distribution facilities are installed or a pole or post installed as a part of its underground street lighting system. If another utility or company has overhead conductors or equipment installed on a Company-owned pole or post used by Company only for street lighting, such pole or post will be classified as a special street lighting pole; however, if Company installs its overhead street lighting equipment on a pole or post owned by another utility, such pole or post will not be classified as a special street lighting pole or post.
- (d) A system street lighting pole is a system distribution pole on which Company has attached both street lighting and overhead distribution facilities or a pole installed in conjunction with the street lighting system to which only overhead distribution facilities are attached.
- (e) A system street lighting metal pole is a metal pole on which Company has attached both street lighting and overhead distribution facilities or a metal pole installed in conjunction with the street lighting system to which only overhead distribution facilities are attached.

3. EXTENSIONS AND ADDITIONS

Company will extend its street lighting system to supply additional lighting units at Customer's request and install the additional lighting units insofar as practical, in accordance with good engineering practice, at the locations Customer designates. If any overhead lighting unit is more than 500 feet from the next adjacent lighting unit or Company has to extend its secondary overhead distribution system more than 500 feet, the Customer will make a nonrefundable contribution to Company equal to the estimated installed cost of the new circuit in excess of 500 feet.

4. CHANGE IN FIXTURE STYLE, LIGHT SOURCE OR LAMP LUMEN RATING

At Customer's request, Company will, at no cost to Customer, change the fixture, pole or post style or color at the same location provided the facilities to be replaced have been in service for 20 years or longer and the contract term for the new facilities is extended. The appropriate term shall be as described in the Contract Period paragraph stated in the Street Lighting Service Schedule. If the facilities to be changed to a different style or color have been in service less than 20 years, Customer shall pay a charge of \$50 if only the fixture is changed or \$500 if the facilities to be changed includes the pole or post. If the request requires a change in the overall lighting design and

layout and the fixture or pole are not installed in the same location, in addition to the fixture and pole change charge for an underground installation, Customer shall pay the estimated installed cost of the new underground circuit in excess of 250 feet plus any abnormal construction costs.

5. RELOCATION OF FACILITIES

If the Company's street lighting facilities are installed within its rights-of-way or easements, upon Customer's request Company will relocate such facilities to a new location within the same general area provided Customer will pay to Company any applicable charge as set forth in the Termination of a Service Agreement paragraph shown below. A new Contract Term shall not be required. If the relocation request involves both lighting and other distribution facilities, the cost of the relocation of all facilities shall be determined pursuant to the Line Extension Plan.

6. RIGHTS-OF-WAY

Customer shall furnish, without cost to Company, satisfactory rights-of-way or franchise for Company to install its street lighting circuits and necessary equipment. Customer will be responsible for trimming trees and other vegetation that obstruct the light output from the fixture(s) or maintenance access to the facilities.

7. CONTINUITY OF SERVICE

Company will exercise due diligence and reasonable care and foresight to maintain continuity of service as provided in the Service Agreement, but shall not be considered to be in default in respect of any obligation under the Service Agreement if prevented from fulfilling such obligation by reason of uncontrollable forces or by reason of outages of facilities for repair, replacement or inspection, provided due diligence was used to limit such outages, and provided such outages, except in emergencies, were conducted upon a reasonable prearranged schedule; the term "uncontrollable forces" shall be deemed for the purposes of this Agreement to mean earthquake, storm, lightning, flood, backwater caused by flood, fire, epidemic, accident, failure of facilities, war, riot, civil disturbance, strike, labor disturbance, restraint by an order of court or public authority, or other causes beyond the control of Company, which by exercise of due diligence and foresight Company could not reasonably have been expected to avoid. When Company is rendered unable to fulfill any obligation by reason of uncontrollable forces Company will exercise due diligence to remove such disability with reasonable dispatch.

8. BURNED OUT OR BROKEN LAMPS

Company will use reasonable diligence to see that all lamps are burning each night but does not guarantee the lamps against burn outs and breakage. Customer will be responsible for notifying Company of any and all lamps which are not burning according to schedule and Company shall have until dusk of two business days following notice to replace the lamps. If Customer has given Company written notice and Company fails to so replace the lamps designated in the notice within such two days, then, upon request by Customer, there shall be a pro rata reduction of the "Monthly Rate" charge per fixture.

When a pro rata reduction of the "Monthly Rate" charges is to be made, the lamp or lamps will be considered as burning until the day on which Company was first notified in writing by Customer and the amount of the "Monthly Rate" charges to be billed will be determined by multiplying the "Monthly Rate" charges by the ratio of the number of days in the month which the lamp actually burned to thirty days.

9. DAMAGE TO COMPANY FACILITIES

Customer shall protect Company's wiring, apparatus, lighting fixtures, and poles covered by the Service Agreement from damage or harm. In the event of any loss or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Customer, his employees or agents, or vandalism, the cost incurred by Company to repair such facilities shall be paid by Customer.

10. CONFLICTS

In case of conflict between any provision of a street lighting schedule and these Street Lighting Service Regulations, the provisions of the street lighting schedule shall prevail.

11. NONSTANDARD FACILITIES

At the request of the Customer the Company may consent to install street lighting facilities, using Company approved equipment, which has not been established as a system standard subject to Customer paying to Company a Monthly Facilities Charge as determined under Company's filed Service Regulations.

The Company may, at its own discretion and without additional cost to Customer, install facilities on an experimental basis without adopting such facilities as standards.

12. DELINQUENT BILLS

Any bill not paid within 15 days from date of the bill shall be deemed to be delinquent and Company shall have the right at any time thereafter to discontinue the supply of electricity provided that (1) Company has notified Customer to pay any one or all of the delinquent bills and (2) Company has given Customer the required written notice of its intention to discontinue the supply of electricity.

13. TERMINATION OF A SERVICE AGREEMENT

If Customer desires to terminate all or a portion of the facilities installed pursuant to the Service Agreement, Company will agree to such termination if Company is satisfied that Customer no longer has need for street lighting service. If such termination request occurs before the expiration of the initial contract term, Company will agree to such termination and remove its facilities provided Customer pays an amount of money equal to 40% of the bills which otherwise would have been rendered for the unexpired months of the initial Contract Period.

14. AMENDMENT OF A SERVICE AGREEMENT

If and when mutually agreed upon, a lighting unit or pole may be added or removed from the street lighting system or the size of the lamp may be changed. Any change made under this paragraph shall be evidenced by a written memorandum.

If Company extends its general distribution system so as to use special street lighting poles for distribution poles or removes its distribution facilities from a pole used for street lighting purposes, Company shall so notify Customer of the poles affected and appropriate adjustments will be made in the rendering of monthly bills.

15. SALES TAX

Any applicable North Carolina Sales Tax shall be added to the charges contained in the Schedules and Street Lighting Service Regulations.

Superseding Street Lighting Service Regulations dated June 1, 2013
Current Revision Date: August 1, 2015
NCUC Docket No. E-2, Sub 1076

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.

During the initial twelve months of service, 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 and Availability provisions of the Schedule during this initial period.

- (g) 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.
- (h) 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 \$24.20 for the restoration of service made during the normal business hours of Company's office or \$33.87 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 \$16.45, except a Landlord Agreement Customer shall pay a service charge of \$8.23, 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 \$4.84 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 \$0.34 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 \$60.00 for testing a non-demand meter, other than a time-of-use meter, and \$80.00 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 on its substation structure.
- (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 additional 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 1.3 percent of the estimated original 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 additional facilities will be adjusted at that time. The Customer may terminate the additional facilities in accordance with the applicable termination provisions or continue the additional facilities under the changed conditions.
- (4) In lieu of the Monthly Facilities Charge of 1.3 percent, Customer may elect to make a contribution for the additional facilities as determined in 12(a)(2) and (3) above. After such payment the Monthly Facilities Charge for the additional facilities will be 0.5 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 additional 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.
- (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 July 1, 2014
Revised August 1, 2015

LINE EXTENSION PLAN E-61A

I. AVAILABILITY

This line extension plan is applicable to distribution line extensions to all retail service.

II. DEFINITIONS

A. ABNORMAL INSTALLATIONS

Abnormal Installations include the following:

1. Abnormal Construction

Abnormal construction costs are incurred when physical obstacles or adverse conditions preclude the use of Company's standard construction methods, or excessive labor is necessary to install the Company's facilities to serve the Customer. Abnormal Construction includes (but is not limited to) the following conditions: the composition of the land where underground facilities are to be installed is such that Company's standard construction equipment cannot be used to complete the installation, or excessive labor is required to complete the installation; special equipment and materials are needed for stream crossing structures or concrete structures; explosives are required; abrupt changes in final grade levels exceed a slope ratio of one when measured within three feet of the trench; or, cost is incurred to obtain special permits or in order to comply with requirements, if any, of the municipalities, counties, State and Federal highway or environmental agencies or departments regarding the replacement of pavement, ditching, compaction, backfilling, permitting or other related conditions. Also, when it is necessary to install underground facilities under existing streets, sidewalks, patios, or other paved areas, the Customer shall contribute the additional costs to install the Company's facilities had these physical obstructions not been present.

2. Abnormal Design

Abnormal design costs are incurred when the Customer requests facilities or construction methods that exceed the Company's standard engineering design practices and/or the standard design for normal service for a specific Customer.

Where abnormal installation costs are incurred by the Company, the Customer shall, in addition to any other charges contained in this Plan, pay for the excess costs incurred by the Company. Any Company facilities considered by the Company to be additional facilities in accordance with the Company's Service Regulations, Provision 12.(a) INSTALLATIONS or its successor, shall not be treated as abnormal installation costs in this Line Extension Plan.

B. CONSTRUCTION COST

The Construction Cost is the Company's estimated installed cost, based upon either a detailed cost estimate or an average/standardized estimate of constructing all necessary facilities to the point(s) of delivery, including the cost of transformers, materials, labor, metering, transportation, stores, tax, engineering, and general expenses, exclusive of any abnormal installation costs as defined in II.A. above.

When applied to Temporary Service, Construction Service, and electric service to Nonpermanent Manufactured Homes, the Construction Cost shall also include the removal costs minus the salvage value of the facilities. When it is necessary to remove, relocate, or

rearrange existing Company facilities, the Construction Cost shall also include the removal cost of existing Company facilities, plus the rearrangement cost of existing Company facilities, minus the salvage value of any existing Company facilities being removed.

C. CONSTRUCTION SERVICE

A Construction Service Customer is a customer whose needs are normally for less than a 12-month continuous period and whose need is for use in the construction of buildings or other establishments which will receive, upon completion, permanent electric service from the Company.

D. NONPERMANENT MANUFACTURED HOME

A manufactured home shall be considered nonpermanent if it does not meet all of the following requirements:

1. It must be attached to a permanent foundation;
2. It must be connected to permanent water and sewer facilities; and
3. The owner/occupant must either own the land on which the structure is installed or must have a recorded lease of at least 5 years' duration.

E. NORMAL POINT OF DELIVERY

The Normal Point of Delivery for overhead service to residential customers shall be on the outside wall of the end of the building nearest to the source of the Company's facilities entering the Customer's premises. For underground electric service to residential customers, the Normal Point of Delivery shall be on the outside wall of the end of the building or the nearest convenient point on the outside of the front or back wall adjacent to the end of the building nearest the source of the Company's facilities entering the Customer's premises.

The Normal Point of Delivery for all other customers shall be at a location designated by the Company.

F. PERMANENT SERVICE

A Permanent Service customer must have year-round electric service needs for more than a 12-month continuous period. For purposes of this Plan, the following types of customers or structures shall not be considered Permanent Service customers: Temporary Service customers, Construction Service customers, Nonpermanent Manufactured Homes, and structures designed or used to provide mobility and/or nonpermanent living accommodations (including, but not limited to, boats, campers, motor homes, and recreational vehicles).

G. PUBLIC ROAD

A Public Road is a street or roadway that has been dedicated and accepted for unrestricted public use by the applicable state, county, or city agency, except that a Public Road does not include controlled access roads (such as Interstate highways), or other roads, highways, streets, or parkway areas otherwise restricted for access or development purposes.

H. REAL ESTATE DEVELOPMENT

A Real Estate Development is a residential subdivision, commercial park, industrial park, mobile home park, apartment complex, planned area development, or other similar type development consisting of four or more contiguous lots recorded with the appropriate County Registry where permanent electric service will be provided to four or more customers.

I. REVENUE CREDIT

The Revenue Credit is the amount equal to the number of years in the initial term of the Service Agreement(s), up to but not more than two years (five years for the extension of single-phase primary distribution facilities to an individual residential dwelling unit other than a Nonpermanent Manufactured Home or any structure classified as a Temporary Service Customer), times: (a) the estimated annual revenue, minus (b) the estimated annual kilowatt-hours multiplied by the energy rate per kilowatt-hour. The estimated annual revenue shall be determined by the Company for the new or additional load and shall be based upon the charges set forth in the applicable rate schedule(s).

Rate Class	Energy Rate (¢/kWh)
Residential Class	4.183
SGS Class	4.415
MGS Class	4.034
LGS Class	3.680

J. TEMPORARY SERVICE

A Temporary Service Customer is any residential or nonresidential customer whose electric service needs are for less than a 12-month continuous period and the Company's facilities installed to serve the Customer shall not be needed to serve other customers in the near future. Customers requesting electric service to vehicles or structures designed or used to provide mobility and/or nonpermanent living accommodations (including, but not limited to, boats, campers, motor homes, and recreational vehicles) shall also be classified as Temporary Service Customers.

III. EXTENSION OF SERVICE

A. SINGLE-PHASE SERVICE TO INDIVIDUAL CUSTOMERS

1. Extensions Involving Only Secondary Service

The Company will construct, own, operate, and maintain the overhead service facilities necessary to provide service from an overhead secondary source or an underground service lateral from an underground secondary source to the Normal Point of Delivery to all customer-requested facilities except Nonpermanent Manufactured Homes (see III.A.3. below), Temporary Service Customers (see III.C. below), or Construction Service Customers (see III.D. below) at the Company's expense, except that the Customer shall pay for any abnormal installation costs as determined by the Company.

For points of delivery other than the Normal Point of Delivery that cause the Company to incur costs in excess of that needed to serve the Normal Point of Delivery, the Customer shall pay the construction cost of additional underground service lateral beyond the normal point of delivery, or for overhead service extensions, the additional overhead service length plus the cost for each secondary service pole.

When it is necessary to relocate the secondary service for the Customer's convenience, the Customer's payment, if any, shall be the Construction Cost minus the Revenue Credit (see II.I. above), plus any abnormal installation costs as determined by the Company.

2. Extensions Involving Primary Distribution Facilities

The Company will construct, own, operate, and maintain all primary distribution facilities necessary to extend single-phase electric service to the Normal Point of Delivery at Company's expense, except as provided below. The Company will provide the secondary service portion of such line extension, if any, in accordance with III.A.1. above.

For the primary portion of a single-phase overhead line extension to all customer-requested facilities except Nonpermanent Manufactured Homes (see III.A.3. below), Temporary Service Customers (see III.C. below), or Construction Service Customers (see III.D. below), the Customer shall pay the amount (if any) by which the Construction Cost exceeds the Revenue Credit (see II.I. above). The Construction Cost for residential customers shall exclude the cost of overhead primary distribution line extensions along Public Roads outside the prescribed boundaries of real estate developments.

For an underground single-phase primary extension to all customer-requested facilities except Nonpermanent Manufactured Homes (see III.A.3. below), Temporary Service Customers (see III.C. below), or Construction Service Customers (see III.D. below), the Customer shall pay for any abnormal installation costs as determined by the Company, plus the Construction Cost minus the Revenue Credit (see II.I. above).

For points of delivery other than the Normal Point of Delivery that cause the Company to incur costs in excess of that needed to serve the Normal Point of Delivery, the Customer shall pay for such additional cost.

When it is necessary to relocate the primary distribution facilities serving any customer-requested facilities except Nonpermanent Manufactured Homes (see III.A.3. below) or Temporary Service Customers (see III.C. below) for the Customer's convenience, the Customer shall pay the amount by which the Construction Cost exceeds the Revenue Credit (see II.I. above).

3. Service Extensions or Relocations for Nonpermanent Manufactured Homes

The Company shall construct, own, operate, and maintain the overhead single-phase 120/240 volt secondary service to the Normal Point of Delivery necessary to provide service for a Nonpermanent Manufactured Home at the Company's expense, provided the service requires no more than the installation of one secondary service pole and/or a transformer in addition to an overhead 120/240 volt service. For a Point of Delivery other than the Normal Point of Delivery, the Customer shall pay the construction cost of additional overhead service length beyond the normal point of delivery, plus the cost for each secondary service pole.

If the Customer requests underground service, or if an extension or relocation of overhead or underground primary facilities is required, the Customer shall pay the Construction Cost plus any abnormal installation costs as determined by the Company.

B. THREE-PHASE SERVICE TO INDIVIDUAL CUSTOMERS

1. Extensions Involving Only Secondary Service

The Company will construct, own, operate, and maintain all overhead and/or underground distribution facilities necessary to extend three-phase secondary electric

service to the Normal Point of Delivery at the Company's expense, except that the customer shall pay for any estimated abnormal installation costs as determined by the Company, plus the Construction Cost minus the Revenue Credit (see II.I. above).

For Points of Delivery other than the Normal Point of Delivery which cause the Company to incur costs in excess of that required to serve the Normal Point of Delivery, the Customer shall pay for such additional cost.

2. Extensions Involving Primary Distribution Facilities

The Company will construct, own, operate, and maintain all primary and secondary distribution facilities necessary to extend three-phase service to the Normal Point of Delivery at the Company's expense, except as provided below.

For the three-phase overhead line extension to all customer-requested facilities except Temporary Service Customers (see III.C. below) or Construction Service Customers (see III.D. below), the Customer shall pay the amount by which the Construction Cost exceeds the Revenue Credit (see II.I. above).

For an underground three-phase extension to all customer-requested facilities except Temporary Service Customers (see III.C. below) or Construction Service Customers (see III.D. below), the Customer shall pay for any estimated abnormal installation costs as determined by the Company, plus the Construction Cost of primary and secondary facilities minus the Revenue Credit (see II.I. above).

For Points of Delivery other than the Normal Point of Delivery that cause the Company to incur costs in excess of that needed to serve the Normal Point of Delivery, the Customer shall pay for such additional costs.

C. TEMPORARY SERVICE

For overhead single-phase 120/240 volt secondary service extensions requiring a service drop only, the Customer shall pay an overhead temporary service share plus a service footage charge of conductor. For up to five feet of underground single-phase 120/240 volt secondary service provided from existing underground facilities, the Customer shall pay an underground temporary service charge. The service charge shall recover Company's cost for extending overhead or underground facilities for a typical installation. For all other types of Temporary Service, including but not limited to installation of transformers, the Customer shall pay the total installed cost plus removal cost minus salvage value of the facilities installed to provide the Temporary Service.

D. CONSTRUCTION SERVICE

1. Residential Customers

Overhead single-phase 120/240 volt Construction Service requiring a service drop of no more than one hundred feet without the installation of any Company-owned poles, or an underground single-phase 120/240 volt Construction Service requiring a service lateral of no more than five feet shall be provided at the Company's expense. For all other types of Construction Service, the Customer shall pay the total installed cost plus removal cost minus salvage value of the facilities installed to provide the Construction Service.

In addition to any Customer payment for the initial Construction Service, the Customer shall pay for the estimated installed cost plus removal costs minus salvage value of the facilities installed to provide any Construction Service facilities in excess of one point of delivery per permanently-installed transformer location.

2. Nonresidential Customers

For the first Construction Service, the estimated installed cost plus removal cost minus salvage value of the Company's facilities shall be included in the Construction Cost for electric service to the Customer's permanent structure.

In addition to any Customer payment for the initial Construction Service, the Customer shall pay for the estimated installed cost plus removal costs minus salvage value of the facilities installed to provide any Construction Service facilities in excess of one point of delivery per permanently-installed transformer location.

E. NEW REAL ESTATE DEVELOPMENTS

1. Residential Developments

At the developer's request, the Company will construct, own, operate, and maintain overhead and/or underground distribution facilities to provide a basic distribution system, normally 120/240 volt single-phase service or as determined by the Company, within the Real Estate Development in which it is contemplated that individual lots will be sold or leased. The developer requesting the basic distribution system shall pay any amount by which the Construction Cost exceeds the estimated Revenue Credit (based on a two-year term) from the development, plus any estimated abnormal installation costs as determined by the Company.

2. Nonresidential Developments and Planned Area Developments

At the developer's request, the Company will construct, own, operate, and maintain overhead and/or underground distribution facilities to provide a basic distribution system within the Real Estate Development in which it is contemplated that individual lots will be sold or leased. The developer requesting the basic distribution system shall pay any amount by which the Construction Cost exceeds the estimated Revenue Credit (based on a two-year term) from the development, plus any estimated abnormal installation costs as determined by the Company.

The Revenue Credit for an individual customer within a nonresidential Real Estate Development or a residential development within a planned area development shall be prorated between the developer and customers based on the ratio of the Construction

Cost for the developer or customer to the Construction Cost for the entire development. The Customer may be an individual customer or a subdeveloper of the nonresidential Real Estate Development or planned area development.

3. Idle Facilities Deposits

The Company may in its discretion limit installation of the Company's electrical facilities in a Real Estate Development to that area which in the Company's judgment is likely to be occupied within a reasonable period of time, in order to avoid excess investment in idle facilities. The developer may obtain installation in the additional area by paying a deposit, or, at the Company's option, providing a letter of credit in lieu

of a deposit, equal to the total estimated installed cost of the facilities to serve the additional area. Idle Facilities Deposits are reviewed annually and will be refunded based on the prorata portion of the Company's idle facilities needed to serve customers during the preceding 12 months. Any deposit held by the Company for five years or more shall not be refunded.

4. General

In advance of any design work by the Company, the developer of a Real Estate Development shall be responsible for providing to the Company an estimate of electrical loads within the development, and a surveyor's recorded plot plan with premise addresses for each lot. In the case of a mobile home park or multi-family project, the plot plan shall indicate the location of each structure within the development. The developer recognizes and acknowledges that the Company will rely upon such information in sizing and installing the facilities necessary to serve the development.

Each individual customer within the development will be served in accordance with III.A., B., C., or D. above, and shall be subject to any applicable Customer payment obligation.

When the Company's existing facilities within a Real Estate Development must be rearranged and/or abandoned due to any actions of the original owner or developer, or any subsequent owner(s) or developer(s) within the development, the party requesting the changes shall pay: 1) the Construction Cost of relocating the facilities, plus 2) the installed cost plus removal cost less salvage value for any facilities removed or abandoned.

F. CONVERSIONS OF OVERHEAD TO UNDERGROUND SERVICE

The conversion of existing overhead distribution facilities to underground distribution facilities is governed solely by the provisions of this section. Conversions shall be in accordance with the following:

1. Residential Customers

When the Customer requests the Company to replace an existing single phase overhead residential service connection or a secondary and service combination, the Customer shall pay the average/standardized construction cost for a standard installation including the following charges:

- (a) The cost of converting from overhead to underground facilities.
- (b) A per foot cost per linear foot of underground conductor.
- (c) A charge based upon construction cost for installations involving any of the following obstructions:
 - (1) For each sidewalk push
 - (2) For each driveway bore, or
 - (3) For each street bore
- (d) Any estimated abnormal installation costs as determined by the Company.

If the Customer's load requirements necessitate replacing the overhead secondary or the secondary and service combination, the construction cost of replacing the overhead facilities shall be credited to the Customer.

The above charges will not apply and charges will be determined pursuant to Section F.2. below when (1) the Customer requests to undertake certain tasks, as permitted by Section IV.B. (2) when load additions warrant replacement of the overhead facilities and the Customer requests a detailed cost estimate or (3) the Company is required to replace an existing residential overhead connection which involves primary distribution facilities.

2. Other Individual Customers

When the Customer requests the Company to replace an existing overhead connection with underground facilities and such change is not the result of an increase in the Customer's electrical requirement that would have necessitated replacing the overhead facilities, the Customer shall pay, based on the Company's estimates:

- (a) The installed cost of the underground facilities, plus
- (b) The costs of removing and rearranging the overhead facilities, plus
- (c) Any abnormal installation costs as determined by the Company, minus
- (d) The salvage value of the overhead facilities

When the Customer's electrical requirement necessitates replacing the overhead facilities serving the Customer, the Customer payment shall be determined in accordance with paragraph III.A., B., C., or D. of this Plan.

3. Replacement of General Overhead Distribution Facilities with Underground Facilities

For installations not otherwise covered by other sections of this Plan or rate schedules, or which include more facilities than are covered by other sections of this Plan, the Company shall replace overhead distribution facilities with underground facilities subject to the following conditions:

- (a) The party requesting the conversion shall deposit with the Company the estimated cost of the engineering study necessary to determine the cost of converting to underground facilities. If within one year after the date of the deposit an agreement is reached for converting the distribution facilities to underground facilities, the deposit shall be credited to the contribution required by the requesting party. Should an agreement not be executed within one year, the deposit shall not be refunded or credited to the requesting party.
- (b) The area to be converted shall be the area that the Company considers physically and technically feasible, but normally will not be less than three contiguous city blocks or 1,300 linear feet.
- (c) The party requesting the conversion shall arrange with all customers affected thereby to receive, at locations designated by the Company, electric service of the type and voltage available from the underground system. The area being converted shall be declared an underground area and only underground service will be available within such area. Underground service to future customers within the area shall be provided in accordance with III.A., B., C., D., and E. of this Plan.

- (d) The party requesting the conversion shall pay the estimated cost of underground facilities, plus the cost of removing and rearranging the overhead facilities, less the salvage value of the overhead facilities being removed. If the Company has to rebuild its overhead facilities within the area, such as relocating its facilities due to a street widening, the payment to the Company shall be reduced by the estimated cost of such work exclusive of the cost of rights of way, clearing, and street lighting.
 - (e) Street lighting service and conversion to underground facilities shall be in accordance with the Company's filed street lighting schedules.
 - (f) The party requesting the conversion shall provide the Company the necessary rights of way and clearing thereof, at no cost to the Company, for the installation of the Company's underground facilities. Such rights of way and clearing will include the necessary space for the Company to install any required vaults, pad mounted transformers, or other associated equipment.
 - (g) The party requesting the conversion shall be responsible for placing all traffic and other control circuits underground.
4. Replacement of Overhead Facilities in Developed Downtown Commercial Areas

As its part of a general rehabilitation program of a downtown commercial area, the Company will replace overhead lines with underground facilities at no cost subject to the following conditions:

- (a) There is a general rehabilitation of two or more blocks of the downtown area.
- (b) The load density of the area equals or exceeds 1.5 kilowatts of demand per street foot
- (c) The municipality arranges with all affected customers to receive, at locations designated by the Company, electric service of the type and voltage available from the underground system. The municipality shall also be responsible for notifying the Customers in the affected area that any relocation of any points of delivery shall be at the Customer's expense, and shall obtain all such customers' agreement in writing to pay for such relocation. Should such customers fail to pay the Company for such relocation, the municipality shall reimburse the Company for all such costs.
- (d) The municipality agrees to install all traffic and other control circuits underground. The municipality agrees to receive underground street lighting service under one of the Company's filed street lighting schedules

IV. GENERAL

A. RIGHTS OF WAY

The Customer will furnish, without cost to the Company, necessary easements and rights of way for the supply of electric service to the Customer.

The location of the Company's transmission lines or right of way easements of the Company for existing or future transmission lines shall not be affected by this Plan or any contract executed thereunder.

The Customer shall be responsible for the initial clearing to final grade, free of stumps and other obstructions, for any right of way necessary to provide underground electric service. When it is necessary to clear the right of way on the Customer's property to provide overhead electric service, the Customer shall be responsible for the removal of all debris resulting from such clearing. In lieu thereof, the Company shall provide such service provided the Customer agrees to pay the Company for any and all estimated clearing costs and any tree debris removal and/or disposal costs.

B. PAYMENTS

The Company reserves the right to collect any line extension payments under this Plan before installation of the facilities begins. When payments are required from a party who will also be the Customer, the payment may, at the sole option of the Company, be rendered in a bill thereafter. Payments required from a residential Customer can, at the Customer's option, be paid in up to six equal installments rendered in six monthly bills which may occur after service is energized.

The Customer may be allowed to perform certain tasks solely on property owned by Customer in accordance to the Company's specifications to reduce the Customer payments contained herein, provided the Company determines that the Customer's work will not reduce the quality of the installation and maintenance of the facilities to be installed. Such tasks include trenching, right of way clearing for overhead facilities, rock removal, and cutting and replacing pavement and other obstructions that would impede the Company from using normal construction materials and equipment, which the Company determines would not reduce the quality of the installation and maintenance of the facilities to be installed. When the Customer elects to perform such work, the Customer shall be solely responsible for obtaining all necessary permits and for complying with all state and federal laws and regulations.

In the event there is a disagreement between the Customer and the Company regarding the Revenue Credit (see II.I. above), the Company's calculations shall be used. However, the amount of the Customer payment in question shall be declared a deposit. The Revenue Credit shall be recalculated two years following the date the deposit was received by the Company using the Customer's actual usage for the past 12 months. The Customer shall receive a refund not to exceed the deposit plus applicable interest, should the recalculated Revenue Credit exceed the original Revenue Credit. The rate of interest shall be the rate paid by the Company for electric service deposits. If the recalculated Revenue Credit is less than the Company's original calculated Revenue Credit, however, the Customer shall contribute to the Company an amount equal to the difference between the two Revenue Credit calculations. Deposits held by the Company beyond the two-year review period will not be refunded.

The Company will only collect payments under this Plan when the total of all contributions, minus all credits, exceeds Company's administrative cost of collecting and processing the payment.

Whenever the Revenue Credit exceeds the Construction Cost, the difference shall always be expressed as zero.

C. TYPE OF FACILITIES

The Company shall have the right to install an overhead or underground distribution system at its option. However, if the Customer or developer requests, or a city ordinance or other legal restriction requires that such lines be placed underground rather than overhead, the Customer or developer shall pay for all costs associated with such service pursuant to this Plan.

The Company, in its sole discretion, shall design the most efficient and cost-effective system to meet the Customer's needs based on sound engineering practices and in reliance upon information provided by the Customer or developer, and shall base the Company's cost calculations on this standard design for normal service. If the standard design for normal service includes multiple circuits installed in the same trench, the trench footage used in computing the Customer's payment shall be multiplied by the number of circuits installed in the trench.

Normally, the Company does not install overhead facilities in areas served (or contracted to be served) by an underground distribution system. However, where adverse conditions exist which would cause excessive costs to the Company if underground facilities were installed, overhead facilities may be utilized as needed to avoid such excessive costs. Should the Customer or local ordinance require the installation of underground facilities, the Customer shall pay the normal charges for underground service plus the estimated amount by which the cost of providing underground facilities under the adverse conditions exceeds the cost of providing underground facilities under normal conditions.

The Company shall provide electric service, either overhead or underground, at a single point of delivery at one of the Company's standard voltages. The type and location of these facilities shall be in accordance with sound engineering practices as determined by the Company's engineers and any information provided by the Customer.

D. OBSTRUCTIONS

The Customer, developer, or other party requesting the Company's distribution facilities to be installed shall remove all obstructions from the route along which the Company's underground facilities are to be installed, and provide continuing access to the Company for operation, maintenance, or replacement of these facilities. The Company shall not be responsible for any damage to any shrubs, trees, grass, or any other foliage or property caused by the Company's equipment during installation, maintenance, or replacement of the Company's facilities. The Customer shall be responsible for all such items, and for reseeded or resodding the trench cover where required. In addition, the Company shall not be responsible for the repair or replacement of underground facilities on the Customer's premises damaged during the installation of the Company's facilities, unless, prior to the Company's construction, the Customer clearly identified the location of such facilities.

The Customer, developer, or other party requesting the Company's distribution facilities to be installed shall install the Company-provided conduit, as specified by the Company, for locations where underground conductors will cross underneath paved areas when paving is to be completed prior to the installation of the Company's underground conductors.

V. TAXES

To the above charges will be added any applicable taxes for contributions in aid of construction and any applicable Sales Tax.

Supersedes Line Extension Plan E-61
Effective Date: August 1, 2015
NCUC Docket No. E-2, Sub 1076

STANDARD SERVICE VOLTAGES
AVAILABLE FROM DISTRIBUTION CLASS FACILITIES
(SEE COMMENTS CONCERNING SPECIFIC VOLTAGES)

A. Residential Service (+/- 5%)

<u>Nominal Voltage</u>	<u>Voltage Range</u>		<u>Maximum</u>
	<u>Minimum</u>	<u>Base</u>	
120*	114	120	126
120/240*	114/228	120/240	126/252
240/120	228/114	240/120	252/126
208Y/120	198Y/114	208Y/120	218Y/126

B. Specifically for Lighting Purposes (+/- 5%)

<u>Nominal Voltage</u>	<u>Voltage Range</u>		<u>Maximum</u>
	<u>Minimum</u>	<u>Base</u>	
120*	114	120	126
120/240*	114/228	120/240	126/252
240/120	228/114	240/120	252/126
208Y/120	198Y/114	208Y/120	218Y/126
480Y/277	456Y/263	480Y/277	504Y/291
4160Y/2400	3950Y/2280	4160Y/2400	4370Y/2520
7200*	6840	7200	7560
12470Y/7200	11850Y/6840	12470Y/7200	13090Y/7560
13200*	12540	13200	13860
22860Y/13200	21720Y/12540	22860Y/13200	24000Y/13860

C. Other Retail Service (+/- 10%)

<u>Nominal Voltage</u>	<u>Voltage Range</u>		<u>Maximum</u>
	<u>Minimum</u>	<u>Base</u>	
120*	108	120	132
120/240*	108/216	120/240	132/264
240/120	216/108	240/120	264/132
208Y/120	188Y/108	208Y/120	229Y/132
480Y/277	432Y/249	480Y/277	528Y/305
480	432	480	528
600	518	575	633
2400	2160	2400	2640
4160Y/2400	3740Y/2160	4160Y/2400	4580Y/2640
7200*	6480	7200	7920
12470Y/7200	11220Y/6480	12470Y/7200	13720Y/7920
13200*	11880	13200	14520
22860Y/13200	20570Y/11880	22860Y/13200	25150Y/14520

*Single Phase Voltages - all other three phase

Comments Concerning Specific VoltagesNominal Voltage

120	This voltage is not recommended for load in excess of 20 amperes.
120/240	For customers receiving service under the Other Retail Service classification, this voltage is not recommended for metered demands in excess of 100 kW. Company may apply its additional facilities provision for metered demands in excess of 100 kW.
240/120	This voltage is available only from overhead transformation facilities or from underground open-delta pad-mounted transformers provided the load doesn't exceed 155 kW. For customers receiving service under the Other Retail Service classification, this voltage is not recommended for metered demands in excess of 300 kW. Company may apply its additional facilities provision for metered demands in excess of 300 kW.
208Y/120	This voltage is not recommended for individual residential service. For customers receiving service under the Other Retail Service classification, this voltage is not recommended for metered demands in excess of 650 kW. Company may apply its additional facilities provision for metered demands in excess of 650 kW.
600 or 2,400	These voltages are not recommended for metered demands less than 300 kW. Company may apply its additional facilities provision for metered demands less than 300 kW.

NCUC Docket No. E-2, Sub 1076
July 10, 1972;
Revised: August 1, 2015

Application for Supply of Electricity Form

OFFICIAL COPY

Aug 03 2015

1. The undersigned, hereinafter called "Customer," hereby applies to Duke Energy Progress, LLC, hereinafter called "Company," for the supply of all purchased electricity needed for the operation of Customer's _____ located at or near _____ in an initial amount of not less than _____ kW, in accordance with the terms hereof, Company's Schedule No. _____, Rider(s) No. _____ and its Service Regulations, a copy of each being attached hereto and hereby made a part hereof.
2. Electricity supplied hereunder shall be in the form of _____ phase, _____ wires, alternating current of approximately 60 hertz frequency and at approximately _____ volts. The maintenance by Company of electricity available to Customer in the above form, and in the quantity applied for, at the point(s) of delivery defined below, shall constitute delivery by Company of the electricity applied for whether or not Customer makes any use thereof.
3. The point(s) of delivery for service supplied hereunder will be _____.
4. Upon the acceptance hereof by Company, evidenced by the signature of its authorized representative appearing below, this Application shall be an Agreement for the supply of the electricity applied for.
5. Bills rendered for the electricity supplied hereunder are payable at Company's _____.
6. Company will plan for, install, and maintain all the facilities necessary to meet all of Customer's electricity needs now and in the future. If service under this Agreement is terminated or Customer requests a contract reduction prior to the expiration of five years (ten years if transmission service) from _____ 20____, or the date electricity is first taken hereunder, whichever is earlier; Customer shall pay Company termination or contract reduction charges in accordance with Company's Service Regulations contained herein, and any changes therein, substitutions therefor, or additions thereto lawfully made.
7. This Agreement and the applicable Schedule, Riders, and Service Regulations hereto attached are subject to changes or substitutions, either in whole or in part, made from time to time by a legally effective filing of the Company with, or by order of, the regulatory authority having jurisdiction, and each party to this Agreement reserves the right to seek changes or substitutions, in accordance with law, from such regulatory authority. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.
8. Company's obligation to deliver electricity as covered in this Agreement on the agreed upon date is contingent upon Company's receiving the rights-of-way and receiving the necessary equipment in sufficient time to install it on or before that date.
9. Customer shall be responsible for installing and maintaining devices adequate to protect against damages caused by irregularities or outages on Company's system, regardless of the cause or fault, including devices to protect against voltage fluctuations and single phasing.
10. Company is not liable for any loss, cost, damage, or expense to any customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption, or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of Company or any other cause except willful neglect on Company's part.

Witness as to Customer:

By _____ Title _____
This _____ day of _____ 20____

ACCEPTED: Duke Energy Progress, LLC

Mail Bill to:

By _____
Title _____
This _____ day of _____ 20____

Name: _____

Address: _____

Application For Street Lighting Service Form No. 1

OFFICIAL COPY

Aug 03 2015

Date _____, 20 ____

Location _____ (City or Town and State)

The undersigned, herein called "Customer" hereby applies to Duke Energy Progress, LLC, herein called "Company," for street lighting service under its applicable Schedule No. _____ and its Street Lighting Service Regulations, a copy of each being hereto attached and made a part thereof. The said service is for the lighting units located within or near _____, and described on Exhibit(s) No. _____ attached hereto as a part hereof.

It is understood that Company's acceptance of this Application will be evidenced only by the signature of its authorized representative in the space provided therefor below and when so accepted it shall constitute an Agreement as of the date hereof for the service requested to begin on ____ day of _____, 20 ____, and continuing until the ____ day of _____, 20 ____, and shall automatically extend (a) for a successive additional period of ____ years, and (b) for additional successive like periods of extension by the continued receipt and use of street lighting service, provided that either party may terminate this Agreement at the end of the original period or at the end of any extended period, by giving not less than six months' previous notice in writing to the other part of the intention to terminate same. If accepted, this Application shall constitute the only Agreement between the parties concerning the supplying of street lighting service at the location set forth herein for street lighting service.

The applicable Schedules and Service Regulations hereto attached as a part of this Service Agreement are subject to change, revision, alteration, or substitution either in whole or in part, made at any time or from time to time by the order or approval of the State regulatory commission having jurisdiction, and any such change, revision, alteration, or substitution shall immediately become effective as a part of this Agreement.

In the event Customer defaults in payment of bills for service and by reason thereof the illumination furnished hereunder is discontinued, such discontinuance of illumination shall not be a abrogation of this Agreement, and Customer shall not be relieved of the obligation to pay the facility charges hereunder.

IN TESTIMONY WHEREOF, Customer, pursuant to resolution passed by its Board of _____, at a _____ meeting held in _____ on the ____ day of _____, 20 ____, has caused this Application to be signed in its corporate name, by its _____ and its corporate seal to be hereto affixed and attested by its _____.

ATTEST:

By _____

Title _____

By _____

Title _____

ACCEPTED: ____ Day of _____, 20 ____

DUKE ENERGY PROGRESS, LLC

By _____

Title _____

Exhibit No. 1 Company-Owned Street Lighting System Form (Schedule SLS)

The lighting units to be installed and owned by Company under the Application for Street Lighting Service dated _____, 2 ____, between _____ and Duke Energy Progress, LLC, and other items are summarized as follows for billing purposes:

DESCRIPTION OF LIGHTING UNITS	Number of Lighting Units

UNDERGROUND SERVICE		
Number of Poles:	Contribution	Monthly Charge
_____ poles @ \$ _____ per pole or _____ poles @ \$ _____ per pole	\$ _____	\$ _____

STREET LIGHTING POLES	Monthly Charge
_____ Special Wood Pole @ \$ _____ per pole	\$ _____
_____ Special Metal Pole @ \$ _____ per pole	\$ _____
_____ Special Post @ \$ _____ per pole	\$ _____
_____ System Metal Pole @ \$ _____ per pole	\$ _____
_____ @ \$ _____ per pole	\$ _____

ADDITIONAL FACILITIES	Additional Investment	Monthly Charge
Multiple Fixtures Per Pole - Estimated installed cost of facilities necessary to serve multiple fixture installation in excess of that normally required to provide standard street lighting service	\$ _____ @ ____ %	\$ _____
Primary Conductors - Estimated installed cost of required facilities	\$ _____ @ ____ %	\$ _____
Mast Arm - Estimated installed cost over bracket unit	\$ _____ @ ____ %	\$ _____
Excess Footage - Excess installed cost of underground circuit in excess of 250 feet	\$ _____ @ ____ %	\$ _____
TOTAL ADDITIONAL FACILITIES		\$ _____

Street Light Attachment Agreement

[Date]

[City or Town of _____]

[Street Address]

[City/State/Zip Code]

[Attention: _____]

Subject: Attachment Agreement for Installation and Attachment of Duke Energy Progress, LLC ("Duke Energy") Street Lighting Facilities to the [City or Town] of _____ Traffic Signal Poles

Dear _____:

Duke Energy Progress, LLC (hereinafter referred to as "Company") and the [City or Town] of _____ (hereinafter referred to as "Municipality") hereby enter into this Attachment Agreement (hereinafter referred to as "Agreement") in order for the Company to install and attach Company owned street lights and any associated peripheral devices (hereinafter referred to as "Street Lighting Facilities") on Municipality's traffic signal pole(s) (hereinafter referred to as "TS Poles") in accordance with the following terms and conditions:

1. Municipality shall be solely responsible for obtaining any and all Property Rights necessary for Company to install and attach Company's Street Lighting Facilities to the TS Poles. Municipality therefore represents and warrants that all Property Rights have been obtained to allow Company to install and attach Company's Street Lighting Facilities to the TS Poles. For purposes of this Agreement, "Property Rights" shall mean the Municipality procuring, obtaining, securing or otherwise obtaining all rights necessary for the Company's placement and maintenance of the Company's Street Lighting Facilities on TS Poles (whether located on public or private property), being wholly free of any underlying real property limitations, easements, contractual limitations, prior liens, mortgages, regulatory clearances, or other encumbrances/restrictions of any kind.
2. Should Company incur any costs or expenses in connection with the installation of Company's Street Lighting Facilities, Municipality shall reimburse Company all such costs and expenses according to the terms and conditions of the Company's Line Extension Plan or its Street Light Rate Schedule as filed with the North Carolina Utilities Commission or South Carolina Public Service Authority (select one) and amended from time to time.

3. Should Municipality replace or relocate any TS Poles on which Company has attached its Street Lighting Facilities, Company shall be responsible for transferring or relocating its Street Lighting facilities to any new TS Poles as designated by Municipality, but all costs associated with the transfer and relocation of Company's Street Lighting Facilities shall be exclusively borne by the Municipality.
4. Notwithstanding any provision in this Agreement to the contrary, at all times during the term of this Agreement, Company retains the right to remove its Street Lighting Facilities for any reason related to safety, operation of equipment, and/or the provision of electric service to Company's customers.
5. All Municipality facilities and all Company Street Lighting Facilities shall be installed and at all times maintained and utilized in accordance with the National Electrical Safety Code in its present form or as subsequently revised, amended, or superseded, and in accordance with all applicable state laws and local ordinances. Municipality and Company shall at all times comply with generally accepted electric utility industry safety practices.
6. Municipality shall indemnify, hold harmless and defend the Company (including the Company's parent, subsidiary and affiliate companies), its officers, directors, employees and agents from and against all liability, loss, costs, claims, damages, expenses, judgments, and awards, whether or not covered by insurance, arising or claimed to have arisen from (i) any injury or claim of injury to persons or property caused to or claimed to be caused wholly or in part by the construction, existence, condition, maintenance, operations and removal of Company's equipment, including allegations that such injuries resulted from the negligence of Company or any of Company's employees, agents, or anyone directly or indirectly employed by or through them; (ii) any violation or alleged violation of any applicable laws and/or ordinances; and (iii) any failure of Municipality to obtain and secure Property Rights. This Section shall survive the termination of this Agreement.
7. Municipality shall not cause or permit any person(s) to work near conductors and appurtenances energized or likely to be energized with electricity. Municipality, Company and Company's contractors shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) and (if NC, otherwise omit) the North Carolina Overhead High-Voltage Safety Act and any other requirements and practices expected to be applicable when working near electricity.
8. This Agreement shall be effective as of the date of acceptance by Municipality and Company and may be terminated according to the terms and conditions of the Company's Street Light Rate Schedule as filed with the North Carolina Utilities Commission or South Carolina Public Service Authority (select one) and amended from time to time.

9. This Agreement shall be governed by the laws of the State of North Carolina except that the North Carolina conflict-of-law provisions shall not be invoked in order to apply the laws of any other state or jurisdiction.
10. This Agreement embodies the entire agreement between Company and Municipality. The parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Agreement are valid or binding unless agreed to by the parties in writing and signed by their authorized agents.
11. Unless otherwise defined in this Agreement, all capitalized terms and phrases used in this Agreement shall have their common industry meaning as set forth by their respective governing body.

Municipality and Company's approval and acceptance of the foregoing terms and conditions shall be evidenced by the signatures of duly authorized officers of Municipality and Company in the spaces provided below.

Please execute both copies of this Agreement, retain one original for your file and return the other original within ten (10) calendar days to _____, Manager, Lighting Solutions Carolinas, P. O. Box 1551, Raleigh, NC 27602.

Sincerely,

Duke Energy Progress, LLC

Accepted:

[CITY OR TOWN] OF _____

By: _____

Name (printed): _____

Title: _____

Date: _____

RLH/rlh

Application for Electric Service for Traffic Signals Form

The undersigned, _____, a municipal corporation of _____ County, _____ Carolina, hereinafter called "Customer," hereby makes application to Duke Energy Progress, LLC, hereinafter called "Company," for electricity for the operation and illumination of Customer's traffic signals, and upon acceptance hereof by Company, the agreement of the parties in respect to supplying such electricity shall be as follows:

1. Customer agrees to take, and in any event pay for, all the electricity required for the operation and illumination of Customer's traffic signals located within or near _____ and designated on "Exhibit 1," hereto attached and made a part thereof, in accordance with the provisions of Company's Rate Schedule _____ and Rules and Regulations, marked "Exhibit A" and "Exhibit B" respectively, also attached and made a part hereof.
2. The electricity herein applied for shall be in the form of single-phase alternating current at approximately 60 cycles and approximately 115 volts. The maintenance by Company of such electricity for the operation and illumination of the traffic signals designated on "Exhibit 1" at the point or points of delivery thereof—that is to say, the point where Customer's conductors are connected, or connectable, with Company's conductors for each said signal, or group of signals, shall constitute delivery by Company of the electricity herein applied for and same is to be paid for by Customer regardless of whether it makes use thereof.
3. Unless otherwise specified in writing, the point of delivery for each signal, or group of signals (when the group is operated from one controller), shall be at a point on Company's pole approximately one foot below the lowest support carrying Company's secondary distribution conductors supplying the electricity applied for, which pole, unless otherwise specified in writing, shall be the one then supporting Company's said secondary distribution conductors and which pole is so located as to render it most convenient to Company for serving the signal, or group of signals, in question.
4. Without rental charge therefor and as a matter of accommodation, Customer may install its traffic signals and appurtenant equipment on such of Company's existing poles as may be designated or approved by Company in writing, but always subject to the following conditions:
 - a) In instances where Company is of the opinion that the pole or poles to which the contemplated traffic signal or signals and appurtenant equipment are to be attached, or suspended from, are inadequate to support the additional strain imposed thereby and if, in the opinion of Company, it is reasonably feasible and safe to install guy wires or take other practicable measures to render such pole or poles capable of safely supporting the contemplated traffic signal or signals and appurtenant equipment, and if Company agrees to make such changes to provide such support, then Customer will reimburse Company for its cost involved in making such changes and additions, payment for which is to be made by Customer promptly upon presentation of bill therefor.
 - b) Such traffic signals and appurtenant equipment shall be installed, maintained, and operated according to good engineering practice and in a manner which, in the judgment of Company's Region Manager, will neither interfere with any of Company's existing lines nor with the future maintenance and operation of said lines.
 - c) Customer will indemnify, save harmless, and defend Company against all liability, loss, cost, damages, judgments, and expenses resulting from or growing out of any injury or claim of injury to persons or property caused or claimed to be caused by the presence, condition, maintenance, operation, and removal of Customer's traffic signals and appurtenant equipment, except such injuries as may result from actionable negligence of Company which is not concurred in by Customer.
 - d) That Customer will neither cause nor permit any person to climb any pole or poles of Company on its behalf for any purpose other than such as may be necessary for the installation, operation, maintenance, and removal of Customer's equipment, and then Customer shall not cause or permit any person to climb such pole or poles or otherwise work on its equipment who is not an experienced lineman and electrician and who does not know and appreciate the danger of electricity and the risks involved in coming in contact with it or in working on or near to wires and other objects charged or liable to be charged therewith.

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Aug 03 2015

- e) That this permission may be terminated, either in its entirety or in respect to any individual item or group of items of Customer's equipment, at the will of Company, by giving notice thereof in writing to the Customer, and thereupon the Customer shall remove all of its equipment affected by such termination within the time specified therefor in said notice.
5. Any change in or substitution of the attached Rate Schedule or the attached Rules and Regulations when ordered or approved by any regulatory body having jurisdiction shall be regarded as an alteration of this Agreement to the extent, but only to the extent, of giving effect to such change or substitutions so ordered or approved.
6. "Exhibit 1" may be modified only by written request from Customer and a written acceptance by Company and all such modifications when made shall become a part of this Agreement as fully as if incorporated herein.
7. The term of this Agreement shall begin on the _____ day of _____, 20____, and shall continue for a period of _____ year(s) and shall automatically extend thereafter for a successive period or periods of _____ years(s) each; provided that either party may terminate this Agreement at the end of the original period, or at the end of any such extension period by giving written notice thereof not more than 90 nor less than 60 days of its intention to terminate the same. Provided, however, that without affecting its legal right to terminate this Agreement on any other grounds, Company may at its option, terminate it at any time by giving Customer 10 days notice in writing of its intention so to do in case Customer should, without written approval of Company, a) make any change in the number of traffic signals; b) make any change in the number of lamps or lamp wattage in any traffic signal or to change the design thereof so as to affect the rate of charge therefor; c) make any change in the number of hours which any traffic signal operates over and above the operating hours specified therefor in "Exhibit 1" which affects the rate of charge thereof; d) install or operate or illuminate with Company's electricity any traffic signal not designated on "Exhibit 1."
8. All bills rendered under this Agreement are due upon presentation and are payable within 10 days from date of bill at Company's _____ office.
9. This application when accepted shall constitute the only Agreement between Customer and Company relative to this electric service.

Customer

Mayor

ATTEST:

City Clerk

DUKE ENERGY PROGRESS, LLC

By _____

Title _____

WITNESSES:

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Aug 03 2015

[illegible]

- (1) Insert the number of lamps in each way (face).
- (2) If lamps are 70 watts or less, insert 70; if lamps are 70 watts or less except that the red cycle lamps are over 70 watts but not over 120 watts, insert 70-120; if lamps are over 70 watts but not over 150 watts, insert 150.
- (3) If hours of operation are 16 or less, insert 16; if hours of operation are over 16, insert 24.

Transfer of Ownership of Traffic Signal Poles

[Date]

[City or Town of _____]

[Street Address]

[City/State/Zip Code]

[Attention: _____]

Subject: Transfer of Ownership of Duke Energy Progress, LLC (“Duke Energy”) Traffic Signal Poles to _____

Dear _____:

Duke Energy currently owns traffic signal poles equipped with a street light(s) (hereinafter referred to as “Duke Energy TS poles”) that are currently installed in the [City or Town] of _____ at the following location(s):

Intersection of Streets	Corner Location of Intersection	Duke Energy DIS Pole Number

Duke Energy’s new internal policy states that Duke Energy will no longer provide Duke Energy TS poles. Instead, Duke Energy’s new policy now requires its customers to own all traffic signal poles (hereinafter referred to as “Customer TS poles”), and Duke Energy will install Duke Energy street light(s) on those Customer TS poles. This policy applies to: i) all new customer traffic signal pole requests; and ii) all existing Duke Energy TS poles that are changed in any way per any customer request (e.g., relocation of any Duke Energy TS poles, etc.).

Due to the need to relocate the Duke Energy TS poles identified at the above location(s), we are hereby transferring ownership, effective as of the date herein, of said Duke Energy TS poles from Duke Energy Progress, LLC to the [City or Town] of _____.

In order to implement the ownership transfer, please execute both copies of this letter, retain one original for your file and return the other original within ten (10) calendar days to Dawn Guy, Manager, Lighting Solutions Carolinas, P.O. Box 1551, Raleigh, NC 27602.

Following any ownership transfer and/or any subsequent Customer TS pole relocation, Duke Energy also requires that a Street Light Attachment Agreement (hereinafter referred to as the "Attachment Agreement") be executed before Duke Energy street light(s) can be reenergized on your Customer TS poles. If the [City or Town] of _____ does not currently have an Attachment Agreement in place, please contact me at the telephone number below, and I will arrange for an Attachment Agreement to be sent to you for signature.

Sincerely,

[Name]
Account Manager
[Telephone:_____]

cc: Steven Schafer (DIS)
Tony Douglas (Property Accounting)
Chante' Woodard (Lighting Solutions billing)

Accepted:

[CITY OR TOWN] OF _____

By _____

Name (printed) _____

Title: _____

Date: _____

RLH/rlh

APPLICATION FOR STANDARD CONTRACT BY A QUALIFYING COGENERATOR OR SMALL POWER PRODUCER

1. The undersigned, hereinafter called "Seller," hereby requests that Duke Energy Progress, LLC, hereinafter called "Company," purchase the electricity supplied to Company's system by Seller's _____ "Qualifying (Cogeneration/Small Power Production) Facility" located at or near _____, in accordance with the terms hereof, Company's Schedule No. _____, Rider(s) No. _____ and the (Terms and Conditions for the Purchase of Electric Power/executed Interconnection and Operation Agreement), a copy of each being attached and made a part of this Agreement.
2. Electricity supplied, by Seller, hereunder shall be in the form of _____ phase, _____ wires, alternating current of 60 cycles and sufficient power factor to maintain system operating parameters as specified by Company, with a maximum generation capacity of _____ kW and an estimated annual energy production of _____ kWh. Upon the completion of the installation, by Company, of its interconnection facilities at the point of interconnection of Seller's and Company's conductors, Seller shall become responsible for the payment to Company of any and all charges that may apply, whether or not Seller actually delivers any electricity to Company.
3. The point of interconnection for the acceptance of Seller's electricity supplied hereunder will be _____

The Company agrees to furnish the following interconnection facilities: _____

4. Upon the acceptance hereof by the Company, evidenced by the signature of its authorized representative in the block provided below, this document together with attachments shall become an agreement for Seller to deliver and sell to Company and for Company to receive and purchase from Seller the electricity generated and declared by Seller from its above-described qualifying generating facility at the rates, in the quantities, for the term, and upon the terms and conditions set forth herein.
5. Payment for energy and/or capacity received by Company, or payment by Seller, if any, as set forth in the rate schedule shall be due within 15 days from the date billed, and shall be administered through Company's Raleigh, N.C. office.
6. The term of this Agreement is from _____, 20____, or from the date Company is first ready to accept electricity from Seller, whichever is earlier, and continuing until _____, 20____ and shall automatically extend thereafter unless terminated by either party by giving not less than thirty (30) days prior written notice. The extension will be at the rates specified in the contract.
7. The Seller hereby certifies that this facility (is/is not) "new capacity," as defined by the Federal Energy Regulatory Commission (FERC), and that construction (was/was not) commenced on or after November 9, 1978.
8. Company may terminate this Agreement if Seller is unable to provide generation capacity and energy production consistent with the energy production levels specified in Provision No. 2 above within the timeframe specified by Company's Schedule CSP. This date may be extended by mutual agreement of the parties provided the Qualifying Facility is nearly complete and Seller is making a good faith effort to complete the project in a timely manner.
9. If both Company and Seller are required to render payment to the other party in the same month, whether pursuant to this Agreement or otherwise, then such amounts may be aggregated and the Parties may discharge their obligation to pay through netting with the Party owing the greater aggregate amount paying the other Party the difference between the amounts owed.

Witness as to Seller:

_____, Seller

By _____
Title _____
This _____ day of _____, 20____

ACCEPTED: Duke Energy Progress, LLC

By _____
Title _____

Mail Payment/Bill to:

This _____ day of _____, 20____

PREMIER POWER SERVICE CONTRACT

1. The undersigned, hereinafter called "Customer," hereby applies to Duke Energy Progress, LLC, hereinafter called "Company," for back up electric service to Customer's located at or near _____, in accordance with the terms of Company's Premier Power Service Rider PPS-____, or its successor, a copy attached hereto and hereby made a part hereof. Such backup services (hereinafter "Services") shall be rendered by an on-site generator supplied by Company for the purpose of continuing the supply of electricity to Customer's site in the event the normal electric supply is interrupted.
2. This contract shall become effective upon the acceptance hereof by Company, evidenced by the signature of its authorized representative appearing below, and, in conjunction with Premier Power Service Rider PPS, shall constitute the Agreement between Customer and Company.
3. This Agreement shall be an addendum to the Service Agreement executed between the parties for the supply of electricity on _____, _____, which shall only be modified as set forth herein.
4. The Monthly Service Payment applicable to the provision of these Services shall be \$ _____, exclusive of North Carolina Sales Tax.
5. The term of this Agreement is from _____, _____, or from the date these Services are first taken hereunder and continuing until _____. Company shall exercise reasonable efforts to commence the Services by this date, however, this date is based upon an estimate of the time it will take to complete the installation of facilities required to provide these Services.
6. This Agreement is subject to changes or substitutions, either in whole or in part, made from time to time by a legally effective filing of the Company with, or by order of, the regulatory authority having jurisdiction, and each party to this Agreement reserves the right to seek changes or substitutions, in accordance with law, from such regulatory authority. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.
7. Company's obligation to deliver the Services as covered in this Agreement on the agreed upon date stated above is contingent upon Company receiving the necessary equipment in sufficient time to install it on or before that date and Customer providing Company with access to all areas of its facility necessary to properly install such equipment. The completion schedule for the subject Services shall be equitably adjusted to compensate for any unanticipated work Company may be required to perform.

DUKE ENERGY PROGRESS, LLC

Customer: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(North Carolina Only)

COGENERATION AND SMALL POWER PRODUCER
SCHEDULE CSP-29B

AVAILABILITY

Upon Seller's completion and Company's acceptance of an Application for Standard Contract, this Schedule is available for electrical energy and capacity supplied by Eligible Qualifying Facilities (as defined below) to Company, provided Seller is a Qualifying Facility as defined by the Federal Energy Regulatory Commission's (FERC) Order No. 70 under Docket No. RM79-54. This Schedule is not available for electric service supplied by Company to Seller or to Seller who has negotiated rate credits or conditions with Company which are different from those below. If Seller requires supplemental, standby, or interruptible services, Seller shall enter into a separate service agreement with Company in accordance with Company's applicable electric rates, riders, and Service Regulations on file with and authorized by the state regulatory agency having jurisdiction.

The Fixed Long Term Credit rates are available only to otherwise eligible Sellers that establish a Legally Enforceable Obligation by November 1, 2014 (or the actual filing date of proposed rates in the biennial avoided cost proceeding in Docket No. E-100, Sub 140 at the North Carolina Utilities Commission, if later), provided eligible Seller begins delivery no later than 30 months from February 21, 2014, the date of the North Carolina Utilities Commission's *Order Establishing Standard Rates and Contract Terms for Qualifying Facilities*, issued in Docket No. E-100, Sub 136.

Sellers not qualifying for the Fixed Long Term Credit rates remain eligible for the Variable Credit rates or the Fixed Long Term Credit rates proposed in the next biennial avoided cost proceeding, which will be subject to adjustment if different rates are approved by the North Carolina Utilities Commission in that proceeding.

Qualifying Facilities Eligible for Capacity and/or Energy Credits

In order to be an Eligible Qualifying Facility and receive Energy Credits under this Schedule, the Qualifying Facility must be a hydroelectric or a generator fueled by trash or methane derived from landfills, solar, wind, hog or poultry waste-fueled or non-animal biomass-fueled Qualifying Facility with a Contract Capacity of 5 MW or less, or other Qualifying Facility with a Contract Capacity of 3 MW or less:

Capacity Credits are limited to Eligible Qualifying Facilities located within Company's service area that are classified as New Capacity in accordance with FERC Order No. 69 under Docket No. RM79-55 and interconnected to Company's transmission or distribution facilities, or to those Eligible Qualifying Facilities who were selling electricity to Company and receiving Capacity Credits under an existing Purchase Power Agreement on April 1, 2005. The availability of Fixed Long-Term and Variable Capacity Credits is subject to the following conditions:

The 5-Year, 10-Year, and 15-Year Fixed Long-Term and Variable Capacity Credits below are available to hydroelectric qualifying facilities owned or operated by small power producers as defined in G.S. 62-3(27a), non-hydroelectric qualifying facilities fueled by trash or methane derived from landfills, solar, wind, hog or poultry waste-fueled or non-animal biomass-fueled Eligible Qualifying Facilities with Contract Capacities of 5 MW or less. Other Eligible Qualifying Facilities with Contract Capacities of 3 MW or less are eligible for 5-Year Fixed Long-Term and Variable Capacity Credits below.

Eligible Qualifying Facilities receiving Capacity Credits under this Schedule shall also receive corresponding Energy Credits of like term. The Variable Energy Credit shall constitute an “as available” avoided cost credit for Eligible Qualifying Facilities.

Standard 10-year and 15-year rate options as specified in this Schedule, for Eligible Qualifying Facilities may be renewable for subsequent terms, at the Company’s option, based on substantially the same terms and provisions contained herein and at a rate either (1) mutually agreed upon by the parties negotiating in good faith and taking into consideration Company’s then avoided cost rate and other relevant factors or (2) set by arbitration.

Non-Eligible Qualifying Facilities

All Qualifying Facilities not eligible for the standard long-term levelized rates have the following three options if the Company has a Commission-recognized active solicitation underway: (1) participating in the Company's competitive bidding process, (2) negotiating a contract and rates with the Company, or (3) selling energy at the Company's Commission-established variable energy rate. If the Company does not have a Commission-recognized active solicitation underway, it shall offer Qualifying Facilities not eligible for the standard long-term levelized rates the options of (1) contracting with the Company to sell power at the variable energy rate established by the Commission in these biennial proceedings or (2) contracting with the Company to sell power at negotiated rates. If the Company does not have a solicitation underway, any unresolved issues arising from such negotiations will be subject to arbitration by the Commission at the request of either the Company or Qualifying Facility to determine the Company's actual avoided cost, including both capacity and energy components, as appropriate; however, the Commission will only arbitrate disputed issues if the QF is prepared to commit its capacity to the utility for a period of at least two years. The exact points at which an active solicitation should be regarded as beginning and ending for these purposes should be determined by motion to, and order of, the Commission. Unless there is such a Commission order, it will be assumed that there is no solicitation underway. If the variable energy rate option is chosen, such rate may not be locked in by a contract term, but shall instead change as determined by the Commission in the next biennial proceeding.

The Variable Energy Credit shall constitute the “as available” avoided cost credit for Non-Eligible Qualifying Facilities.

APPLICABILITY

This Schedule is applicable to all electric energy and capacity supplied by Eligible Qualifying Facility to Company at one point of delivery through Company's metering facilities.

CONTRACT CAPACITY

The Contract Capacity shall be as specified in the Application For Standard Contract between Company and Seller. Only one such Standard Contract shall be permitted for any Qualifying Facility. Capacity in excess of the contract capacity of a standard rate Qualifying Facility’s generators must be consumed internally by the Qualifying Facility.

MONTHLY RATE

Payment

Company shall pay Eligible Qualifying Facilities for energy and/or capacity furnished to Company the Credits set forth below as applicable. Such payments shall be reduced by both the Seller Charge and any applicable Interconnection Cost. Payments to Qualifying Facilities with Contract Capacities of 10kW or less shall only be made on a calendar year basis.

Energy Credits

Those Eligible Qualifying Facilities eligible for Company's Fixed Long-Term and/or Variable Energy Credits shall be paid an Energy Credit for all energy delivered to Company's System as registered or computed from Company's metering facilities. This Energy Credit will be in accordance with the length of rate term for energy sales so established in the Purchase Agreement. Seller may contract for rates under either Option A or Option B below.

Option A

For facilities whose deliveries do not enter Company's transmission system:

	<u>Variable Credit</u>	<u>Fixed Long-Term Credits</u>		
		<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak kWh (¢/kWh)	4.120	4.391	4.942	5.310
Off-Peak kWh (¢/kWh)	3.739	3.862	4.266	4.618

For facilities whose deliveries enter Company's transmission system:

	<u>Variable Credit</u>	<u>Fixed Long-Term Credits</u>		
		<u>5-Year</u>	<u>10-Year.</u>	<u>15-Year</u>
On-Peak kWh (¢/kWh)	4.034	4.300	4.839	5.199
Off-Peak kWh (¢/kWh)	3.688	3.810	4.208	4.556

Option B ⁽¹⁾

For facilities whose deliveries do not enter Company's transmission system:

	<u>Variable Credit</u>	<u>Fixed Long-Term Credits</u>		
		<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak kWh (¢/kWh)	3.966	4.478	5.078	5.496
Off-Peak kWh (¢/kWh)	3.849	3.932	4.348	4.689

For facilities whose deliveries enter Company's transmission system:

	<u>Variable Credit</u>	<u>Fixed Long-Term Credits</u>		
		<u>5-Year</u>	<u>10-Year.</u>	<u>15-Year</u>
On-Peak kWh (¢/kWh)	3.880	4.381	4.969	5.377
Off-Peak kWh (¢/kWh)	3.793	3.874	4.284	4.621

⁽¹⁾ Billing under Option B shall be available on and after October 1, 2014.

Capacity Credits

Those Eligible Qualifying Facilities eligible for Company's Fixed Long Term and/or Variable Capacity Credits shall be paid a Capacity Credit for all capacity delivered to Company's System as registered or computed from Company's metering facilities. This Capacity Credit will be in accordance with the length of rate term for capacity sales so established in the Purchase Agreement. Company shall pay a Capacity Credit based on the on-peak kWh supplied by the Eligible Qualifying Facility.

Option A

For hydroelectric facilities with no storage capability and no other type of generation whose deliveries do not enter Company's transmission system:

	<u>Variable Credit</u>	<u>Fixed Long-Term Credits</u>		
		<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak kWh (¢/kWh)-Summer	4.797	4.964	5.225	5.461
On-Peak kWh (¢/kWh)-Non-summer	3.805	3.938	4.145	4.332

For all other facilities whose deliveries do not enter Company's transmission system:

	<u>Variable Credit</u>	<u>Fixed Long-Term Credits</u>		
		<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak kWh (¢/kWh)-Summer	2.878	2.978	3.135	3.277
On-Peak kWh (¢/kWh)-Non-summer	2.283	2.363	2.487	2.599

For hydroelectric facilities with no storage capability and no other type of generation whose deliveries enter Company's transmission system:

	<u>Variable Credit</u>	<u>Fixed Long-Term Credits</u>		
		<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak kWh (¢/kWh)-Summer	4.697	4.860	5.116	5.347
On-Peak kWh (¢/kWh)-Non-summer	3.726	3.855	4.058	4.242

For all other facilities whose deliveries enter Company's transmission system:

	<u>Variable Credit</u>	<u>Fixed Long-Term Credits</u>		
		<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak kWh (¢/kWh)-Summer	2.818	2.916	3.069	3.208
On-Peak kWh (¢/kWh)-Non-summer	2.236	2.313	2.435	2.545

Option B ⁽¹⁾

For hydroelectric facilities with no storage capability and no other type of generation whose deliveries do not enter Company's transmission system:

	<u>Variable Credit</u>	<u>Fixed Long-Term Credits</u>		
		<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak kWh (¢/kWh)-Summer	8.008	8.287	8.722	9.117
On-Peak kWh (¢/kWh)-Non-summer	6.075	6.286	6.617	6.916

For all other facilities whose deliveries do not enter Company's transmission system:

	Variable Credit	Fixed Long-Term Credits		
		5-Year	10-Year	15-Year
On-Peak kWh (¢/kWh)-Summer	4.805	4.972	5.233	5.470
On-Peak kWh (¢/kWh)-Non-summer	3.645	3.772	3.970	4.149

For hydroelectric facilities with no storage capability and no other type of generation whose deliveries enter Company's transmission system:

	Variable Credit	Fixed Long-Term Credits		
		5-Year	10-Year	15-Year
On-Peak kWh (¢/kWh)-Summer	7.835	8.107	8.534	8.920
On-Peak kWh (¢/kWh)-Non-summer	5.944	6.150	6.474	6.767

For all other facilities whose deliveries enter Company's transmission system:

	Variable Credit	Fixed Long-Term Credits		
		5-Year	10-Year	15-Year
On-Peak kWh (¢/kWh)-Summer	4.701	4.864	5.120	5.352
On-Peak kWh (¢/kWh)-Non-summer	3.566	3.690	3.884	4.060

⁽¹⁾ Billing under Option B shall be available on and after October 1, 2014.

Summer months under both Options A and B are defined as the calendar months of June through September. Non-summer months are defined as all other months.

Renewable Energy Credits

The sale of power by QFs at avoided cost rates does not convey the right to renewable energy credits (RECs) or green tags.

Seller Charge

An Eligible Qualifying Facility shall pay to Company a Seller Charge outlined below in accordance with the Contract Capacity specified in the Application For Standard Contract between Company and Seller:

	Contract Capacity			
	0 to 10 kW	11 to 100 kW	101 to 999 kW	1000 kW and above
Monthly Seller Charge	\$4	\$7	\$93	\$278

For Small Power Producers, as the term is defined in N.C. General Statute §62-3 (27a), with no storage capacity and no other type of generation whose deliveries do not enter Company's transmission system, the sum of: (1) the Seller Charge and (2) the Monthly Facilities Charge for those Interconnection Facilities installed before January 1, 2000 or replaced thereafter with equipment of equal capacity and kind, shall be \$100.00 per month; except that any Interconnection Facilities installed after January 1, 2000, other than replacement of existing equipment with equipment of equal capacity and kind, shall be

subject to additional Monthly Facilities Charges. This provision applies only to a Small Power Producer who has completed an initial 15-year contract term under a Purchase Power Agreement with Company prior to January 1, 2000 or was selling electricity to Company on January 1, 2000.

RATE UPDATES

The Credits and Seller Charge of this Schedule will be updated every two years. Sellers who have contracted for the Fixed Long-Term Credits will not be affected by updates in the Energy and Capacity Credits until their rate term expires. For all Qualifying Facilities selling to Company pursuant to the Variable Credit provisions of this schedule, such credits shall be updated and changed in accordance with the Commission's revisions to such credits in Company's biennial avoided cost proceedings.

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

I. On-Peak Hours:

Option A:

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

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

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

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

Option B:

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

The on-peak hours are defined as those hours, Monday through Friday, beginning at 1:00 p.m. and ending at 9:00 p.m., excluding holidays considered as off-peak.

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

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

II. Off-Peak Hours:

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

INTERCONNECTION COSTS

For Eligible Qualifying Facilities, the installed costs for all facilities constructed or installed by Company to interconnect and safely operate in parallel with Seller's equipment shall be determined in accordance with Company's Terms and Conditions for the Purchase of Electric Power. Interconnection of Customer's generation to Company's system shall be in accordance with the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generation Interconnections.

Supersedes Schedule CSP-29

Effective for energy and capacity rendered on and after August 1, 2015

NCUC Docket No. E-2, Sub 1076

TERMS AND CONDITIONS FOR THE PURCHASE OF ELECTRIC POWER

1. PURCHASE AGREEMENT

These "Terms and Conditions" provide a mechanism through which Duke Energy Progress, LLC d/b/a Duke Energy Progress, hereafter called Company, will agree to purchase energy or capacity or both from an Eligible Qualifying Facility as defined in Company's CSP Rate Schedule. This Purchase Agreement does not provide for the sale of any electric service by Company to Seller. If Seller requires supplementary, standby, or interruptible power from Company, Seller shall enter into a separate Retail Service Agreement or amend an existing Retail Service Agreement, as appropriate, in accordance with Company's applicable electric service tariffs on file with and authorized by the state regulatory agency having jurisdiction.

- (a) Description - The Purchase Agreement (hereinafter sometimes termed "Agreement") shall consist of (1) Company's form of Application for Standard Contract by a Qualifying Cogenerator or Small Power Producer when signed by Seller and accepted by Company, (2) the applicable Schedule and Riders, and (3) these Terms and Conditions for the Purchase of Electric Power (hereinafter referred to as "Terms and Conditions"), and all changes, revisions, alterations therein, or substitutions therefor lawfully made.
- (b) Applicability - This Purchase Agreement shall be applicable only if Seller's facility is a "Qualifying Cogenerator or Small Power Production Facility" under Section 201 of The Public Utilities Regulatory Policies Act of 1978 (PURPA), and the rules set forth by the FERC.
- (c) Application of Terms and Conditions, Schedules, and Riders - All Purchase 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 Terms and Conditions, and subject to all applicable Schedules and Riders, and any changes therein, substitutions thereof, or additions thereto lawfully made, provided no change may be made in rates or in essential terms and conditions of this contract except by agreement of the parties to this contract or by order of the North Carolina Utilities Commission.
- (d) Conflicts - In case of conflict between any provision of a Schedule or Rider and of these Terms and Conditions, the provision of the Schedule or Rider shall prevail.
- (e) Transfer of Agreement - A Purchase Agreement between Company and Seller may be transferred and assigned by Seller to any person, firm, or corporation purchasing or leasing and intending to continue the operation of the plant or business which is interconnected under such Agreement, 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 any applicable bills is furnished by assignee.
- (f) Suspension of Sales Under Agreement at Seller's Request - If Seller is temporarily unable to produce the electricity contracted for due to physical destruction of, or damage to, his premises, Company will, upon written request of Seller, and for a period Company deems as reasonably required to replace or repair such premises, suspend billing under the Agreement, exclusive of any Monthly Facilities Charges, effective with the beginning of the next sales period.

- (g) Termination of Agreement at Seller's Request - If Seller desires to terminate the Agreement, Company will agree to such termination if all bills for services previously rendered to Seller, plus any applicable termination charges, have been paid. Termination charges shall consist of (1) where Seller's additional facilities are discontinued or terminated in whole or in part before Company's then existing additional facilities have been in service ten consecutive years, if served from Company's distribution system, or twenty consecutive years, if served from Company's transmission system, a termination charge to be determined by adding to the estimated original installed cost of said additional facilities, an estimated removal cost, subtracting therefrom the estimated salvage value of such facilities, which amount will then be reduced 10% for each full year the additional facilities shall have been in service, if served from Company's distribution system, or 5%, if served from Company's transmission system, (2) a termination charge as specified in the Application for Standard Contract by a Qualifying Cogenerator or Small Power Producer for nonstandard equipment associated with additional facilities, and (3) any applicable termination charges as set forth in 4.(d) and 6. of these Terms and Conditions.

Company may waive the foregoing provision if Company has secured or expects to secure from a new occupant or operator of the premises an Agreement satisfactory to Company for the delivery of electricity to Company for a term not less than the unexpired portion of Seller's Agreement.

- (h) Company's Right to Terminate or Suspend Agreement - Company, in addition to all other legal remedies, may either terminate the Agreement or suspend purchases of electricity from Seller (1) for any default or breach of Agreement by Seller, (2) for fraudulent or unauthorized use of Company's meter, (3) for failure to pay any applicable bills when due and payable, (4) for a condition on Seller's side of the point of delivery actually known by Company to be, or which Company reasonably anticipates may be, dangerous to life or property, or (5) due to Seller's inability to deliver to Company the quality and/or quantity of electricity mutually agreed to in the Purchase Agreement.

No such termination or suspension, however, will be made by Company without written notice delivered to Seller, personally or by mail, stating what in particular in the Agreement has been violated, except that no notice need to be given in instances set forth in 1.(h)(2) and 1.(h)(4) above.

Company shall give Seller a minimum of 30 calendar days prior written notice before terminating or suspending the Agreement pursuant to provisions 1(h)(1)(default or breach of Agreement by Seller), 1(h)(3)(failure to pay any applicable bill when due and payable) or 1(h)(5)(Seller's inability to deliver to Company the quality and/or quantity of electricity mutually agreed to in the Purchase Agreement), above; however, termination or suspension pursuant to provisions 1(h)(3)(fraudulent or unauthorized use of Company's meter) or 1(h)(4)(presence of dangerous condition) shall be immediate.

Failure of Company to terminate the Agreement or to suspend the purchase of electricity at any time after the occurrence of grounds therefor, or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect Company's right later to resort to any one or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

Any suspension of the purchase of electricity by Company or termination of the Agreement upon any authorized grounds shall in no way operate to relieve Seller of Seller's liability to compensate Company for services and/or facilities supplied, nor shall it relieve Seller (1) of Seller's liability for the payment of minimum monthly charges during the period of suspension, nor (2) of Seller's liability for damages, if the Agreement has been terminated, in the amount of (a) the minimum monthly charges which would have been payable during the unexpired term of the Agreement plus (b) the Early Contract Termination charge as set forth in these Terms and Conditions.

Whenever the purchase of electricity is suspended for any authorized reason, Company will make

a charge of \$30.00 for the restoration of purchases made during normal business hours or \$75.00 for the restoration of purchases made during all other hours.

2. CONDITIONS OF SERVICE

- (a) Company is not obligated to purchase electricity from Seller unless and until: (1) Company's form of Application for Standard Contract by a Qualifying Cogenerator or Small Power Producer is executed by Seller and accepted by Company; (2) in cases where it is necessary to cross private property to accept delivery of electricity from Seller, Seller conveys or causes to be conveyed to Company, without cost to Company, a right-of-way easement, satisfactory to Company, across such private property which will provide for the construction, maintenance, and operation of Company's lines and facilities, necessary to receive electricity from Seller; provided, however, in the absence of a formal conveyance, Company nevertheless, shall be vested with an easement over Seller's premises authorizing it to do all things necessary including the construction, maintenance, and operation of its lines and facilities for such purpose; and (3) any inspection certificates or permits that may be required by law in the local area are furnished to Company. Where not required by law, an inspection by a Company-approved inspector shall be made at Seller's expense. In the event Seller is unable to secure such necessary rights-of-way, Seller shall reimburse Company for all costs Company may incur for the securing of such rights-of-way.
- (b) Seller's interconnection facilities shall be designed to accepted engineering standards and Seller shall submit a facility description, including equipment specifications, to Company for review prior to the connection of said facility and equipment to Company's system. Company's review shall not be construed as confirming or endorsing Seller's design or as any warranty as to the safety, durability, or reliability of Seller's facility or equipment. Company shall not, by reason of its review or failure to review, be responsible for the design, adequacy, or capacity of Seller's facility or equipment, nor shall Company's acceptance be deemed to be an endorsement of any facility or equipment. Seller shall submit an Interconnection Agreement as set forth in the North Carolina Interconnection Procedures, Forms and Agreements for State-Jurisdictional Generation Interconnections.
- (c) If electricity is received through lines which cross the lands of the United States of America, a state, or any agency or subdivision of the United States of America or of a state, Company shall have the right, upon 30 days' written notice, to discontinue receiving electricity from any Seller or Sellers interconnected to such lines, if and when (1) Company is required by governmental authority to incur expense in the relocation or the reconstruction underground of any portion of said lines, unless Company is reimbursed for such expense by Sellers or customers connected thereto, or (2) the right of Company to maintain and operate said lines is terminated, revoked, or denied by governmental authority for any reason.

3. PURCHASES OF ELECTRICITY

If Seller desires to purchase electricity from Company through the same point of interconnection used by Seller in supplying power to Company, and Company approves, then Seller shall execute a separate Agreement for such purchases in accordance with Company's Rate Schedules, Riders, and Service Regulations as filed with the regulatory authority having jurisdiction. Company's purchases of electricity from Seller and sales to Seller shall be separately metered.

4. CONTRACT CAPACITY

- (a) The Contract Capacity shall be the kW of capacity specified in the Application for Standard Contract by a Qualifying Cogenerator or Small Power Producer. In cases where any change is required in Company's facilities due to the actual capacity delivered exceeding the Contract Capacity or due to Seller requesting an increase in the capacity of Company's facilities, Company may require Seller to execute a new Agreement or amend an existing Agreement, thereby

establishing a new Contract Capacity. If Company's facilities cannot be upgraded to accept such actual or requested increase, then upon written notice, Seller shall not exceed the existing Contract Capacity or such amount in excess thereof as Company determine it is able to accept.

- (b) If Seller increases his generating capacity 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 Seller.
- (c) Company may require that a new Contract Capacity be determined when it reasonably appears that the capacity of Seller's generating facility will deviate from contracted or established levels for any reason, including, but not limited to, a change in water flow, steam supply, or fuel supply.
- (d) In the event that the Contract Capacity is terminated, in whole or in part, prior to the completion of the term of the Agreement, the Seller shall pay to Company a penalty as set forth in 6. below.

5. CONTRACT ENERGY

The Contract Energy shall be computed for on-peak and off-peak time periods and shall be the resultant total annual kilowatt-hours registered or computed by or from Company's metering facilities for each time period during the continuous 12-month interval during the initial 24 months of operation which provides the largest kilowatt-hour value.

6. EARLY CONTRACT TERMINATION OR INCREASE IN CONTRACT CAPACITY

If Seller terminates the Agreement prior to the expiration of the initial (or extended) term of the Purchase Agreement, the following payment shall be made to Company by Seller:

Early Contract Termination

Seller shall pay to Company the total Energy and/or Capacity credits received in excess of the sum of what would have been received under the Variable Rate for Energy and/or Capacity Credits applicable at the initial term of the contract period and as updated every two years, plus interest. The interest should be the weighted average rate for new debt issued by the Company in the calendar year previous to that in which the Agreement was commenced.

Increase In Contract Capacity

Seller may apply to Company to increase the Contract Capacity during the Contract Period and, upon approval by Company, future Monthly Delivered Capacities shall not exceed the revised Contract Capacity. If such increase in Contract Capacity results in additional costs associated with redesign or a resizing of Company's facilities, such additional costs to Seller shall be determined in accordance with these Terms and Conditions.

7. QUALITY OF ENERGY RECEIVED

- (a) Seller has full responsibility for the routine maintenance of his generating and protective equipment to insure that reliable, utility grade electric energy is being delivered to Company.
- (b) Seller's facility shall be operated in such a manner as to generate reactive power as may be reasonably necessary to maintain voltage levels and reactive area support as specified by Company.
- (c) Seller may operate direct current generators in parallel with Company through a synchronous inverter. The inverter installation shall be designed such that a utility system interruption will

result in the removal of the inverter infeed into the Company's system. Harmonics generated by a DC generator-inverter combination must not adversely affect Company's supply of electric service to, or the use of electric service by Company's other customers, and any correction thereof is the full responsibility of Seller.

- (d) Failure of Seller to comply with either (a), (b), or (c) above will constitute grounds for Company to cease parallel operation with Seller's generation equipment and constitute grounds for termination or suspension of the Agreement as set forth under Item 1.(h) above.

8. 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.
- (b) If Company is unable to read its purchase meter for any reason, Seller's production may be estimated by Company on the basis of Seller's production during the most recent preceding billing period for which readings were obtained, unless some unusual condition is known to exist. A bill or payment rendered on the basis of such estimate shall be as valid as if made from actual meter readings.
- (c) The term "Month" or "Monthly", as used in Company's Schedules and Riders, refers to the 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 the meter reading schedule, is more or less than 27-33 days, the bill will be prorated based on a 30-day billing month.
- (d) Payments for capacity and/or energy will be made to Seller based on the rate schedule stated in the Application for Standard Contract by a qualifying Cogenerator or Small Power Producer.

9. METER STOPPAGE OR ERROR

In the event a meter fails to register accurately within the allowable limits established by the state regulatory body having jurisdiction, Company will adjust the measured energy for the period of time the meter was shown to be in error, and shall, as provided in the rules and regulations of the state regulatory body having jurisdiction, pay to Seller, or Seller shall refund to Company, the difference between the amount billed and the estimated amount which would have been billed had the meter not exceeded the allowable limits. No part of any minimum service charge shall be refunded.

10. POINT OF INTERCONNECTION

The point of interconnection is the point where Company's conductors are, or are to be, connected to Seller's conductors. Seller shall do all things necessary to bring his conductors to such point of interconnection for connection to Company's conductors, and shall maintain said conductors in good order at all times. If Seller chooses to deliver power to Company through a point of delivery where Seller presently receives power from Company, then the point of interconnection shall be the same point as the point of delivery.

11. INTERCONNECTION FACILITIES

- (a) By Company: Company shall install, own, operate, and maintain all lines and equipment located on its side of the point of interconnection. It shall also install and own the necessary metering equipment, and meter transformers, where necessary, for measuring the electricity delivered to Company, though such meter may be located on Seller's side of the point of interconnection. Interconnection facilities, installed by either Company or Seller, solely for such purpose, include, but are not limited to connection, line extension, transformation,

switching equipment, protective relaying, metering, telemetering, communications, and appropriate safety equipment.

Any interconnection facilities installed by Company necessary to receive power from Seller shall be considered as additional facilities and shall be provided, if Company finds it practicable, under the following conditions:

- (1) The facilities will be of a kind and type normally used by or acceptable to Company and will be installed at a place and in a manner satisfactory to Company.
 - (2) Seller will pay to Company a Monthly Facilities Charge of 1.3 percent of the estimated original installed cost and rearrangement cost of all facilities, including metering, required to accept interconnection.
 - (3) If Company increases its investment, other than replacement of existing equipment with equipment of equal capacity and kind, in interconnection facilities or other special facilities required by Seller (including conversion of the Company's primary voltage to a higher voltage), the Monthly Facilities Charge for providing the additional facilities will be adjusted at that time. Seller may terminate the additional facilities in accordance with the applicable termination provisions, 1.(g)(1) or 1.(g)(2) above, or continue the additional facilities under the changed conditions.
 - (4) In lieu of the Monthly Facilities Charge of 1.3 percent, Seller may elect to make a contribution equal to the total additional facilities investment as described in 11.(a)(2) and (3) above. After such payment, the Monthly Facilities Charge for the additional facilities will be 0.5 percent of said payment.
 - (5) The Monthly Facilities Charge as determined in 11.(a)(3) or (4) above shall continue regardless of the term of the Agreement until Seller no longer has need for such facilities. In the event Seller's interconnection facilities should be discontinued or terminated in whole or in part, such discontinuation or termination should be calculated in accordance with 1.(g) above.
 - (6) Seller's wiring and appurtenant structures shall provide for the location, connection, and installation of Company's standard metering equipment or other equipment deemed necessary by Company for the metering of Seller's electrical output. Company shall, at its expense, be permitted to install, in Seller's wiring or equipment, any special metering devices or equipment as deemed necessary for experimental or monitoring purposes.
 - (7) Company shall not be required to make such installation of facilities in addition to those normally provided until Seller has signed an Interconnection Agreement as set forth in the North Carolina Interconnection Procedures, Forms and Agreements for State-Jurisdictional Generation Interconnections, including provisions for termination, as may be required by Company.
- (b) By Seller: Seller shall install, own, operate, and maintain all lines, and equipment, exclusive of Company's meter and meter transformers, on Seller's side of the point of interconnection. Seller will be the owner and have the exclusive control of, and responsibility for, all electricity on Seller's side of the point of interconnection. Seller must conform to the North Carolina Interconnection Procedures, Forms and Agreements for State-Jurisdictional Generation Interconnections. Seller's wiring shall be arranged such that all electricity generated for sale can be supplied to one point of interconnection and measured by a single meter. Company's meter may be located on Seller's side of the point of interconnection, and when it is to be so located Seller must make suitable provisions in Seller's wiring, at a place suitable to Company, for the convenient installation of the type of meter Company will use. All of Seller's

conductors installed on the Company's side of the meter and not installed in conduit must be readily visible.

Seller shall install and maintain devices adequate to protect Seller's equipment against irregularities on Company's system, including devices to protect against single-phasing. Seller shall also install and maintain such devices as may be necessary to automatically disconnect Seller's generating equipment, which is operated in parallel with Company, when service provided by Seller is affected by electrical disturbances on Company's or Seller's systems, or at any time when Company's system is de-energized from its prime source.

- (c) Access to Premises: The duly authorized agents of Company shall have the right of ingress and egress to the premises of Seller at all reasonable hours for the purpose of reading meters, inspecting Company's wiring and apparatus, changing, exchanging, or repairing Company's property on the premises of Seller, or removing such property at the time of or at any time after suspension of purchases or termination of this Agreement.
- (d) Protection: Seller shall protect Company's wiring and apparatus on Seller's premises and shall permit no one but Company's agents to handle same. In the event of any loss of or damage to such property of Company caused by or arising out of carelessness, neglect, or misuse by Seller, Seller's employees or agents, the cost of making good such loss or repairing such damage shall be paid by Seller. In cases where Company's service facilities on Seller's premises require abnormal maintenance due to Seller's operation, Seller shall reimburse Company for such abnormal maintenance.

12. CONTINUANCE OF PURCHASES AND LIABILITY THEREFOR

Company does not guarantee continuous purchases but shall use reasonable diligence at all times to provide for uninterrupted acceptance of electricity and having used reasonable diligence shall not be liable to Seller for damage, for failure in, or for interruptions or suspensions of the same.

Company reserves the right to suspend purchases 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, (b) in cases where, in its opinion, the continuance of purchases from Seller's facility would endanger persons or property, and (c) for other reasons as stated in 1.(h).

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, interrupt purchases from Seller, and take such other action as appears reasonably necessary.

Seller shall be responsible for insuring the safe operation of his equipment at all times, and will install and maintain, to Company's satisfaction, the necessary automatic equipment to prevent the backfeed of power into, or damage to Company's de-energized system, and shall be subject to immediate disconnection of his equipment from Company's system if Company determines that such equipment is unsafe or adversely affects Company's transmission/distribution system or service to its other customers.

Seller assumes responsibility for and shall indemnify, defend, and save Company harmless against all liability, claims, judgments, losses, costs, and expenses for injury, loss, or damage to persons or property including personal injury or property damage to Seller or Seller's employees on account of

defective construction, wiring, or equipment, or improper or careless use of electricity, on Seller's side of the point of interconnection.

13. GOVERNMENTAL RESTRICTIONS

This Agreement is subject to the jurisdiction of those governmental agencies having control over either party or over this Agreement. This Agreement shall not become effective until all required governmental authorizations are obtained. Certification of receipt of all permits and authorizations shall be furnished by Seller to Company upon Company's request. This Agreement shall not become effective unless it and all provisions thereof are authorized and permitted by such governmental agencies without change or conditions.

This Agreement shall at all times be subject to changes by such governmental agencies, and the parties shall be subject to conditions and obligations, as such governmental agencies may, from time to time, direct in the exercise of their jurisdiction, provided no change may be made in rates or in essential terms and conditions of this contract except by agreement of the parties to this contract. Both parties agree to exert their best efforts to comply with all of the applicable rules and regulations of all governmental agencies having control over either party or this Agreement. The parties shall take all reasonable action necessary to secure all required governmental approval of this Agreement in its entirety and without change.

The delivery date, quantity, and type of electricity to be accepted for purchase by Company, from Seller, are subject to changes, restrictions, curtailments, or complete suspensions by Company as may be deemed by it to be necessary or advisable (a) on account of any lawful order or regulation of any municipal, State, or Federal government or agency thereof, or order of any court of competent jurisdiction, or (b) on account of any emergency due to war, or catastrophe, all without liability on the part of the Company therefor.

14. GENERAL

- (a) Whenever the term "purchase" or "purchase of electricity" is used in these Terms and Conditions or other portions of the Agreement, it shall be construed to refer to the electricity supplied to Company by Seller.
- (b) The term "Company's conductors" shall mean Company's wires extending from the point of connection with Company's existing electric system to the point of interconnection.
- (c) The term "Seller's conductors" shall mean Seller's wires extending from the point of interconnection to the switch box or other point where Seller's circuits connect for the purpose of supplying the electricity produced by Seller.
- (d) The term "interconnection" shall mean the connection of Company's conductors to Seller's conductors.

Supersedes: April 1, 2014

Effective: August 1, 2015

NCUC Docket No E-2, Sub 1076

NORTH CAROLINA
INTERCONNECTION PROCEDURES,
FORMS, AND AGREEMENTS
For State-Jurisdictional Generator Interconnections

Effective June 16, 2009

Docket No. E-100, Sub 101

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Section 1. General Requirements

1.1 Applicability

- 1.1.1 This Standard contains the requirements, in addition to applicable tariffs and service regulations, for the interconnection and parallel operation of Generating Facilities with Utility Systems in North Carolina. These procedures apply to Generating Facilities that are interconnecting to Utility Systems in North Carolina where the Interconnection Customer is not selling the output of its Generating Facility to an entity other than the Utility to which it is interconnecting.
 - 1.1.1.1 A request to interconnect a certified inverter-based Generating Facility no larger than 10 kW shall be evaluated under the Section 2 10 kW Inverter Process. (See Attachments 3 and 4 for certification criteria.)
 - 1.1.1.2 A request to interconnect a certified Generating Facility no larger than 2 MW shall be evaluated under the Section 3 Fast Track Process. (See Attachments 3 and 4 for certification criteria.)
 - 1.1.1.3 A request to interconnect a Generating Facility larger than 2 MW, or a Generating Facility that does not pass the Fast Track Process or the 10 kW Inverter Process, shall be evaluated under the Section 4 Study Process.
- 1.1.2 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of these procedures.
- 1.1.3 This Standard shall not apply to Generating Facilities already interconnected or approved for interconnection as of the effective date of this Standard, unless so agreed to by the Utility and the Interconnection Customer. However, this Standard shall apply if the Interconnection Customer proposes Material Modifications or transfers ownership of the Generating Facility after such date.
- 1.1.4 Prior to submitting its Interconnection Request, the Interconnection Customer may ask the Utility's interconnection contact employee or office whether the proposed interconnection is subject to these procedures. The Utility shall respond within 15 Business Days.
- 1.1.5 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Utilities are expected to meet

basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

- 1.1.6 References in these procedures to Interconnection Agreement are to the North Carolina Interconnection Agreement. (See Attachment 9.)

1.2 Pre-Request

The Utility shall designate an employee or office from which information on the application process and on an Affected System can be obtained through informal requests from the Interconnection Customer presenting a proposed project for a specific site. The name, telephone number, and e-mail address of such contact employee or office shall be made available on the Utility's Internet web site. Electric system information provided to the Interconnection Customer should include relevant system studies, interconnection studies, and other materials useful to an understanding of an interconnection at a particular point on the Utility's System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The Utility shall comply with reasonable requests for such information.

1.3 Interconnection Request

The Interconnection Customer shall submit its Interconnection Request to the Utility, together with the non-refundable processing fee or deposit specified in the Interconnection Request. The Interconnection Request shall be date- and time-stamped upon receipt. The original date- and time-stamp applied to the Interconnection Request at the time of its original submission shall be accepted as the qualifying date- and time-stamp for the purposes of any timetable in these procedures. The Utility shall notify the Interconnection Customer of receipt within three Business Days of receiving the Interconnection Request. The Utility shall notify the Interconnection Customer within ten Business Days of the receipt of the Interconnection Request as to whether the Interconnection Request is complete or incomplete. If the Interconnection Request is incomplete, the Utility shall provide, along with notice that the Interconnection Request is incomplete, a written list detailing all information that must be provided to complete the Interconnection Request. The Interconnection Customer will have ten Business Days after receipt of the notice to submit the listed information or to request an extension of time to provide such information. If the Interconnection Customer does not provide the listed information or a request for an extension of time within the deadline, the Interconnection Request will be deemed withdrawn. An Interconnection Request will be deemed complete upon submission of the listed information to the Utility.

1.4 Modification of the Interconnection Request

Any Material Modification not agreed to in writing by the Utility and the Interconnection Customer may be deemed a withdrawal of the Interconnection Request and may require submission of a new Interconnection Request, unless proper notification of each Party by the other and a reasonable time to cure the problems created by the changes are undertaken.

1.5 Site Control

Documentation of site control is not required to be submitted with the Interconnection Request. However, the Utility may request a demonstration of site control if two or more proposed Generating Facilities are competing for capacity on the same circuit. The Interconnection Customer that can demonstrate site control will have higher Queue Position than one that is on the same circuit and cannot demonstrate site control within 20 Business Days of such a request. The Interconnection Customer must submit documentation of site control to the Utility at or before the time of execution of the Interconnection Agreement. Site control may be demonstrated through:

- 1.5.1 Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility;
- 1.5.2 An option to purchase or acquire a leasehold site for such purpose; or
- 1.5.3 An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose.

1.6 Queue Position

The Utility shall assign a Queue Position based upon the date- and time-stamp of the Interconnection Request. The Queue Position of each Interconnection Request will be used to determine the cost responsibility for the Upgrades necessary to accommodate the interconnection. At the Utility's option, Interconnection Requests may be studied serially or in clusters for the purpose of the System Impact Study, should one be required. (See Section 4.4.)

1.7 Interconnection Requests Submitted Prior to the Effective Date of these Procedures

Nothing in this Standard affects an Interconnection Customer's Queue Position assigned before the effective date of these procedures. The Parties agree to complete work on any interconnection study agreement executed prior to the effective date of these procedures in accordance with the terms and conditions of

that interconnection study agreement. Any new studies or other additional work will be completed pursuant to this Standard.

Section 2. Optional 10 kW Inverter Process for Certified Inverter-Based Generating Facilities No Larger than 10 kW

2.1 Applicability

The 10 kW Inverter Process is available to an Interconnection Customer proposing to interconnect its inverter-based Generating Facility with the Utility's System if the Generating Facility is no larger than 10 kW and if the Interconnection Customer's proposed Generating Facility meets the codes, standards, and certification requirements of Attachments 3 and 4 of these procedures, or the Utility has reviewed the design or tested the proposed Generating Facility and is satisfied that it is safe to operate. The Utility may require the Interconnection Customer to install a manual load-break disconnect switch or safety switch as a clear visible indication of switch position between the Utility System and the Interconnection Customer. When the installation of the switch is not otherwise required (e.g. National Electric Code, state or local building code) and is deemed necessary by the Utility for certified, inverter-based generators of 10 kW or less, the Utility shall reimburse the Interconnection Customer for the reasonable cost of installing a switch that meets the Company's specifications (see also Section 5.16).

2.2 Interconnection Request

The Interconnection Customer shall complete the Interconnection Request for a certified inverter-based Generating Facility no larger than 10 kW (see Attachment 5) and submit it to the Utility, together with the non-refundable processing fee specified in the Interconnection Request.

2.2.1 The Utility shall notify the Interconnection Customer of receipt of the Interconnection Request within three Business Days of receipt.

2.2.2 The Utility shall evaluate the Interconnection Request for completeness and notify the Interconnection Customer within ten Business Days of receipt as to whether the Interconnection Request is complete or incomplete and, if incomplete, advise the Interconnection Customer what material is missing.

2.2.3 The Utility shall verify that the Generating Facility can be interconnected safely and reliably using the screens contained in the Fast Track Process. (See Section 3.2.1.) The Utility has 15 Business Days to complete this process. Unless the Utility determines and demonstrates that the Generating Facility cannot be interconnected safely and reliably, the Utility shall approve the Interconnection Request and return it to the Interconnection Customer.

2.3 Certificate of Completion

- 2.3.1 After installation of the Generating Facility, the Interconnection Customer shall return the Certificate of Completion to the Utility. (See Attachment 5.) Prior to parallel operation, the Utility may inspect the Generating Facility for compliance with standards which may include a witness test, and may schedule appropriate metering replacement, if necessary.
- 2.3.2 The Utility shall notify the Interconnection Customer in writing that interconnection of the Generating Facility is authorized. If the witness test is not satisfactory, the Utility has the right to disconnect the Generating Facility. The Interconnection Customer has no right to operate in parallel with the Utility until a witness test has been performed, or previously waived on the Interconnection Request. The Utility is obligated to complete this witness test within ten Business Days of the receipt of the Certificate of Completion. If the Utility does not inspect within ten Business Days or by mutual agreement of the Parties, the witness test is deemed waived.
- 2.3.3 Interconnection and parallel operation of the Generating Facility is subject to the Terms and Conditions stated in Attachment 5 of these procedures.

2.4 Contact Information

The Interconnection Customer must provide the contact information for the legal applicant (i.e., the Interconnection Customer). If another entity is responsible for interfacing with the Utility, that contact information must also be provided on the Interconnection Request.

2.5 Ownership Information

The Interconnection Customer shall provide the legal name(s) of the owner(s) of the Generating Facility.

2.6 UL 1741 Listed

The Underwriters' Laboratories (UL) 1741 standard (Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources) addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a nationally recognized testing laboratory that verifies compliance with UL 1741. This "listing" is then marked on the equipment and supporting documentation.

Section 3. Optional Fast Track Process for Certified Generating Facilities No Larger than 2 MW

3.1 Applicability

The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Generating Facility with the Utility's System if the Generating Facility is no larger than 2 MW and if the Interconnection Customer's proposed Generating Facility meets the codes, standards, and certification requirements of Attachments 3 and 4 of these procedures, or the Utility has reviewed the design or tested the proposed Generating Facility and is satisfied that it is safe to operate.

3.2 Initial Review

Within 15 Business Days after the Utility notifies the Interconnection Customer it has received a complete Interconnection Request, the Utility shall perform an initial review using the screens set forth below, shall notify the Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying the Utility's determinations under the screens.

3.2.1 Screens

- 3.2.1.1 The proposed Generating Facility's Point of Interconnection must be on a portion of the Utility's Distribution System.
- 3.2.1.2 For interconnection of a proposed Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Generating Facility, on the circuit shall not exceed 15% of the line section annual peak load as most recently measured at the substation. A line section is that portion of a Utility's System connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.
- 3.2.1.3 For interconnection of a proposed Generating Facility to the load side of spot network protectors, the proposed Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5% of a spot network's maximum load or 50 kW.¹

¹ A spot network is a type of distribution system found within modern commercial buildings to provide high reliability of service to a single customer. (Standard Handbook for Electrical Engineers, 11th edition, Donald Fink, McGraw Hill Book Company.)

- 3.2.1.4 The proposed Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10% to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.
- 3.2.1.5 The proposed Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5% of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5% of the short circuit interrupting capability.
- 3.2.1.6 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service provided to the Interconnection Customer, including line configuration and the transformer connection to limit the potential for creating over-voltages on the Utility's System due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	Three-phase or single-phase, phase-to-phase	Pass screen
Three-phase, four wire	Effectively-grounded three-phase or single-phase, line-to-neutral	Pass screen

- 3.2.1.7 If the proposed Generating Facility is to be interconnected on single-phase shared secondary, the aggregate generation capacity on the shared secondary, including the proposed Generating Facility, shall not exceed 20 kW.
- 3.2.1.8 If the proposed Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
- 3.2.1.9 The Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation

transformer feeding the circuit where the Generating Facility proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the point of interconnection).

3.2.1.10 No construction of facilities by the Utility on its own System shall be required to accommodate the Generating Facility.

3.2.2 If the proposed interconnection passes the screens, the Interconnection Request shall be approved and the Utility will provide the Interconnection Customer an executable Interconnection Agreement within five Business Days after the determination.

3.2.3 If the proposed interconnection fails the screens, but the Utility determines that the Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, the Utility shall provide the Interconnection Customer an executable Interconnection Agreement within five Business Days after the determination.

3.2.4 If the proposed interconnection fails the screens, but the Utility does not or cannot determine from the initial review that the Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless the Interconnection Customer is willing to consider minor modifications or further study, the Utility shall provide the Interconnection Customer with the opportunity to attend a customer options meeting.

3.3 Customer Options Meeting

If the Utility determines the Interconnection Request cannot be approved without minor modifications at minimal cost; or a supplemental study or other additional studies or actions; or at significant cost to address safety, reliability, or power quality problems, within the five Business Day period after the determination, the Utility shall notify the Interconnection Customer and provide copies of all data and analyses underlying its conclusion. Within ten Business Days of the Utility's determination, the Utility shall offer to convene a customer options meeting to review possible Interconnection Customer facility modifications or the screen analysis and related results, to determine what further steps are needed to permit the Generating Facility to be connected safely and reliably. At the time of notification of the Utility's determination, or at the customer options meeting, the Utility shall:

- 3.3.1 Offer to perform facility modifications or minor modifications to the Utility's System (e.g., changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Utility's System; or
- 3.3.2 Offer to perform a supplemental review if the Utility concludes that the supplemental review might determine that the Generating Facility could continue to qualify for interconnection pursuant to the Fast Track Process, and provide a non-binding good faith estimate of the costs of such review; or
- 3.3.3 Offer to continue evaluating the Interconnection Request under the Section 4 Study Process.

3.4 Supplemental Review

If the Interconnection Customer agrees to a supplemental review, the Interconnection Customer shall agree in writing within 15 Business Days of the offer, and submit a deposit for the estimated costs. The Interconnection Customer shall be responsible for the Utility's actual costs for conducting the supplemental review. The Interconnection Customer must pay any review costs that exceed the deposit within 20 Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the Utility will return such excess within 20 Business Days of the invoice without interest.

- 3.4.1 Within ten Business Days following receipt of the deposit for a supplemental review, the Utility will determine if the Generating Facility can be interconnected safely and reliably.
 - 3.4.1.1 If so, the Utility shall forward an executable Interconnection Agreement to the Interconnection Customer within five Business Days.
 - 3.4.1.2 If so, and Interconnection Customer facility modifications are required to allow the Generating Facility to be interconnected consistent with safety, reliability, and power quality standards under these procedures, the Utility shall forward an executable Interconnection Agreement to the Interconnection Customer within five Business Days after confirmation that the Interconnection Customer has agreed to make the necessary modifications at the Interconnection Customer's cost.
 - 3.4.1.3 If so, and minor modifications to the Utility's System are required to allow the Generating Facility to be interconnected consistent with safety, reliability, and power quality standards

under these procedures, the Utility shall forward an executable Interconnection Agreement to the Interconnection Customer within ten Business Days that requires the Interconnection Customer to pay the costs of such System modifications prior to interconnection.

- 3.4.1.4 If not, the Interconnection Request will continue to be evaluated under the Section 4 Study Process, provided the Interconnection Customer indicates it wants to proceed and submits the required deposit within 15 Business Days.

Section 4. Study Process

4.1 Applicability

The Study Process shall be used by an Interconnection Customer proposing to interconnect its Generating Facility with the Utility's System if the Generating Facility is larger than 2 MW, is not certified, or is certified but did not pass the Fast Track Process or the 10 kW Inverter Process.

4.2 Scoping Meeting

- 4.2.1 A scoping meeting will be held within ten Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. The Utility and the Interconnection Customer will bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting. The scoping meeting may be omitted by mutual agreement.
- 4.2.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request. The Parties shall further discuss whether the Utility should perform a Feasibility Study or proceed directly to a System Impact Study, a Facilities Study, or an Interconnection Agreement.
- 4.2.3 If the Parties agree that a Feasibility Study should be performed, the Utility shall provide the Interconnection Customer, as soon as possible, but not later than five Business Days after the scoping meeting, a Feasibility Study Agreement (Attachment 6), including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.
- 4.2.4 If the Parties agree not to perform a Feasibility Study, but to proceed directly to a System Impact Study or Facilities Study, the Utility shall provide the Interconnection Customer, no later than five Business Days

after the scoping meeting, either a System Impact Study Agreement (Attachment 7) or a Facilities Study Agreement (Attachment 8), as appropriate, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.

- 4.2.5 If the Parties agree not to perform a Feasibility Study, but to proceed directly to an Interconnection Agreement, the Utility shall provide the Interconnection Customer an executable Interconnection Agreement within 15 Business Days of the scoping meeting.

4.3 Feasibility Study

- 4.3.1 The Feasibility Study shall identify any potential adverse system impacts that would result from the interconnection of the Generating Facility.
- 4.3.2 In order to remain in consideration for interconnection, the Interconnection Customer must return the executed Feasibility Study Agreement within 15 Business Days.
- 4.3.3 A deposit of the lesser of 50% of the good faith estimated Feasibility Study costs or earnest money of \$1,000 may be required from the Interconnection Customer.
- 4.3.4 The scope of and cost responsibilities for the Feasibility Study are described in the Feasibility Study Agreement.
- 4.3.5 If the Feasibility Study shows no potential for adverse system impacts, the Utility shall send the Interconnection Customer within five Business Days a Facilities Study Agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If a Facilities Study is not required, the Utility shall send the Interconnection Customer an executable Interconnection Agreement within five Business Days.
- 4.3.6 If the Feasibility Study shows the potential for adverse system impacts, the review process shall proceed to the appropriate System Impact Studies.

4.4 System Impact Studies

- 4.4.1 The System Impact Studies shall identify and detail the electric system impacts that would result if the proposed Generating Facility were interconnected without project modifications or electric system modifications, focusing on the adverse system impacts identified in the Feasibility Study, or to study potential impacts, including, but not

limited to, those identified in the scoping meeting. The System Impact Studies shall evaluate the impact of the proposed interconnection on the reliability of the electric system.

- 4.4.2 If potential adverse Distribution System impacts are identified in the scoping meeting or shown in the Feasibility Study, a Distribution System Impact Study must be performed. The Utility shall send the Interconnection Customer a Distribution System Impact Study Agreement within five Business Days of transmittal of the Feasibility Study or the scoping meeting if no Feasibility Study is to be performed, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.
- 4.4.3 If potential adverse Transmission System impacts are identified in the scoping meeting or shown in the Feasibility Study or Distribution System Impact Study, a Transmission System Impact Study must be performed. The Utility shall send the Interconnection Customer a Transmission System Impact Study Agreement within five Business Days of transmittal of the Feasibility Study or Distribution System Impact Study or the scoping meeting if no Feasibility Study or Distribution System Impact Study is to be performed, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study.
- 4.4.4 In order to remain under consideration for interconnection, the Interconnection Customer must return an executed System Impact Study Agreement within 30 Business Days.
- 4.4.5 A deposit of the good faith estimated cost of a Distribution System Impact Study and one half of the good faith estimated cost of a Transmission System Impact Study may be required from the Interconnection Customer.
- 4.4.6 The scope of and cost responsibilities for a System Impact Study are described in the System Impact Study Agreement.
- 4.4.7 If the System Impact Studies show no potential for adverse system impacts, the Utility shall send the Interconnection Customer within five Business Days a Facilities Study Agreement, including an outline of the scope of the study and a non-binding good faith estimate of the cost to perform the study. If no additional facilities are required, the Utility shall send the Interconnection Customer an executable Interconnection Agreement within five Business Days.

4.5 Facilities Study

- 4.5.1 The Facilities Study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of Feasibility Study and/or System Impact Studies and to allow the Generating Facility to be interconnected and operated safely and reliably.
- 4.5.2 The Utility shall design any required Interconnection Facilities and/or Upgrades under the Facilities Study Agreement. The Utility may contract with consultants to perform activities required under the Facilities Study Agreement. The Interconnection Customer and the Utility may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design will be reviewed and/or modified prior to acceptance by the Utility, under the provisions of the Facilities Study Agreement. If the Parties agree to separately arrange for design and construction, and provided security and confidentiality requirements can be met, the Utility shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements to permit the Interconnection Customer to obtain an independent design and cost estimate for any necessary facilities.
- 4.5.3 In order to remain under consideration for interconnection, or, as appropriate, in the Utility's interconnection queue, the Interconnection Customer must return the executed Facilities Study Agreement or a request for an extension of time within 30 Business Days.
- 4.5.4 A deposit of the good faith estimated costs for the Facilities Study may be required from the Interconnection Customer.
- 4.5.5 The scope of and cost responsibilities for the Facilities Study are described in the Facilities Study Agreement.
- 4.5.6 Upon completion of the Facilities Study, and with the agreement of the Interconnection Customer to pay for Interconnection Facilities and Upgrades identified in the Facilities Study, the Utility shall provide the Interconnection Customer an executable Interconnection Agreement within five Business Days.

Section 5. Provisions that Apply to All Interconnection Requests

5.1 Reasonable Efforts

The Utility shall make reasonable efforts to meet all time frames provided in these procedures unless the Utility and the Interconnection Customer agree to a different schedule. If the Utility cannot meet a deadline provided herein, it shall notify the Interconnection Customer, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

5.2 Disputes

5.2.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this section.

5.2.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

5.2.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, either Party may contact the Public Staff for assistance in informally resolving the dispute. If the Parties are unable to informally resolve the dispute, either Party may then file a formal complaint with the Commission.

5.2.4 Each Party agrees to conduct all negotiations in good faith.

5.3 Interconnection Metering

Any metering necessitated by the use of the Generating Facility shall be installed at the Interconnection Customer's expense in accordance with all applicable regulatory requirements or the Utility's specifications.

5.4 Commissioning

Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards. The Utility must be given at least five Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning **tests**.

5.5 Confidentiality

5.5.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly

marked or otherwise designated "Confidential." For purposes of these procedures all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

- 5.5.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce these procedures. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under these procedures, or to fulfill legal or regulatory requirements.

5.5.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

5.5.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

- 5.5.3 If information is requested by the Commission from one of the Parties that is otherwise required to be maintained in confidence pursuant to these procedures, the Party shall provide the requested information to the Commission within the time provided for in the request for information. In providing the information to the Commission, the Party may request that the information be treated as confidential and non-public in accordance with North Carolina law and that the information be withheld from public disclosure.

5.6 Comparability

The Utility shall receive, process, and analyze all Interconnection Requests received under these procedures in a timely manner, as set forth in these procedures. The Utility shall use the same reasonable efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Generating Facility is owned or operated by the Utility, its subsidiaries or affiliates, or others.

5.7 Record Retention

The Utility shall maintain for three years records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests.

5.8 Interconnection Agreement

After receiving an Interconnection Agreement from the Utility, the Interconnection Customer shall have 30 Business Days, or another mutually agreeable timeframe, to sign and return the Interconnection Agreement. If the Interconnection Customer does not sign the Interconnection Agreement within such time, the Interconnection Request shall be deemed withdrawn. The Utility may waive the withdrawal if no other Interconnection Requests are pending for Generating Facilities that propose to interconnect to the same circuit on the Utility's System. After the Parties sign the Interconnection Agreement, the interconnection of the Generating Facility shall proceed under the provisions of the Interconnection Agreement.

5.9 Coordination with Affected Systems

The Utility shall coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System operators and, if possible, include those results (if available) in its applicable studies within the time frame specified in these procedures. The Utility will include such Affected System operators in all meetings held with the Interconnection Customer as required by these procedures. The Interconnection Customer will cooperate with the Utility in all matters related to the conduct of studies and the determination of modifications to Affected Systems. A Utility which may be an Affected System shall cooperate with the Utility with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

5.10 Capacity of the Generating Facility

5.10.1 If the Interconnection Request is for an increase in capacity for an existing Generating Facility, the Interconnection Request shall be evaluated on the basis of the new total capacity of the Generating Facility.

5.10.2 If the Interconnection Request is for a Generating Facility that includes multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate capacity of the multiple devices, unless otherwise agreed to by the Utility and the Interconnection Customer.

- 5.10.3 The Interconnection Request shall be evaluated using the maximum rated capacity of the Generating Facility, unless otherwise agreed to by the Utility and the Interconnection Customer.

5.11 Interconnection Agreement Non-Transferable

- 5.11.1 The Interconnection Agreement is non-transferable. The Interconnection Customer shall notify the purchaser of the Generating Facility that a new Interconnection Request must be submitted to the Utility within 20 Business Days of the transfer of ownership or the Utility's Interconnection Facilities shall be removed or disabled and the Generating Facility disconnected from the Utility's System.
- 5.11.2 The technical requirements in the Interconnection Agreement shall be grandfathered for subsequent owners as long as (1) the Generating Facility's maximum rated capacity has not been changed; (2) the Generating Facility has not been modified so as to change its electrical characteristics; and (3) the interconnection system has not been modified.

5.12 Isolating or Disconnecting the Generating Facility

- 5.12.1 The Utility may isolate the Interconnection Customer's premises and/or Generating Facility from the Utility's System when necessary in order to construct, install, repair, replace, remove, investigate or inspect any of the Utility's equipment or part of Utility's System; or if the Utility determines that isolation of the Interconnection Customer's premises and/or Generating Facility from the Utility's System is necessary because of emergencies, forced outages, force majeure or compliance with prudent electrical practices.
- 5.12.2 Whenever feasible, the Utility shall give the Interconnection Customer reasonable notice of the isolation of the Interconnection Customer's premises and/or Generating Facility from the Utility's System.
- 5.12.3 Notwithstanding any other provision of this Standard, if at any time the Utility determines that the continued operation of the Generating Facility may endanger either (1) the Utility's personnel or other persons or property or (2) the integrity or safety of the Utility's System, or otherwise cause unacceptable power quality problems for other electric consumers, the Utility shall have the right to isolate the Interconnection Customer's premises and/or Generating Facility from the Utility's System.
- 5.12.4 The Utility may disconnect from the Utility's System any Generating Facility determined to be malfunctioning, or not in compliance with this Standard. The Interconnection Customer must provide proof of compliance with this Standard before the Generating Facility will be reconnected.

5.13 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission hereunder, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, incidental, consequential, or punitive damages of any kind.

5.14 Indemnification

The Parties shall at all times indemnify, defend and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney's fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inaction of its obligations hereunder on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

5.15 Insurance

The Interconnection Customer shall obtain and retain, for as long as the Generating Facility is interconnected with the Utility's System, liability insurance which protects the Interconnection Customer from claims for bodily injury and/or property damage. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. This insurance shall be primary for all purposes. The Interconnection Customer shall provide certificates evidencing this coverage as required by the Utility. Such insurance shall be obtained from an insurance provider authorized to do business in North Carolina. The Utility reserves the right to refuse to establish or continue the interconnection of the Generating Facility with the Utility's System, if such insurance is not in effect.

5.15.1 For an Interconnection Customer that is a residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least \$100,000 per occurrence.

5.15.2 For an Interconnection Customer that is a non-residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least \$300,000 per occurrence.

- 5.15.3 An Interconnection Customer of sufficient credit-worthiness may propose to provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices, and such a proposal shall not be unreasonably rejected.

5.16 Disconnect Switch

The Utility may require the Interconnection Customer to install a manual load-break disconnect switch or safety switch as a clear visible indication of switch position between the Utility System and the Interconnection Customer. The switch must have pad lock provisions for locking in the open position. The switch must be visible to, and accessible to Utility personnel. The switch must be in close proximity to, and on the Interconnection Customer's side of the point of electrical interconnection with the Utility's System. The switch must be labeled "Generator Disconnect Switch." The switch may isolate the Interconnection Customer and its associated load from the Utility's System or disconnect only the Generator from the Utility's System and shall be accessible to the Utility at all times. The Utility, in its sole discretion, determines if the switch is suitable and necessary. When the installation of the switch is not otherwise required (e.g. National Electric Code, state or local building code), and is deemed necessary by the Utility for certified, inverter-based generators of 10 kW or less, the Utility shall reimburse the Interconnection Customer for the reasonable cost of installing a switch that meets the Company's specifications.

Glossary of Terms

10 kW Inverter Process – The procedure for evaluating an Interconnection Request for a certified inverter-based Generating Facility no larger than 10 kW that uses the Section 3 screens. The application process uses an all-in-one document that includes a simplified Interconnection Request, simplified procedures, and a brief set of Terms and Conditions. (See Attachment 5.)

Affected System – An electric system other than the Utility's System that may be affected by the proposed interconnection. The owner of an Affected System might be a Party to the Interconnection Agreement or other study agreements needed to interconnect the Generating Facility.

Applicable Laws and Regulations – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Business Day – Monday through Friday, excluding State Holidays.

Commission – The North Carolina Utilities Commission.

Default – The failure of a breaching Party to cure its breach under the Interconnection Agreement.

Distribution System – The Utility's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Utility's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the service necessary to allow the Generating Facility to operate in parallel with the Utility and to inject electricity onto the Utility's System. Distribution Upgrades do not include Interconnection Facilities.

Fast Track Process – The procedure for evaluating an Interconnection Request for a certified Generating Facility no larger than 2 MW that includes the Section 3 screens, customer options meeting, and optional supplemental review.

Generating Facility – The Interconnection Customer's device for the production of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Utility, or any affiliate thereof.

Interconnection Customer – Any entity, including the Utility, that proposes to interconnect its Generating Facility with the Utility's System.

Interconnection Facilities – The Utility's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Utility's System. Interconnection Facilities are sole use facilities and shall not include Upgrades.

Interconnection Request – The Interconnection Customer's request, in accordance with these procedures, to interconnect a new Generating Facility, or to increase the capacity of, or make a Material Modification to, an existing Generating Facility that is interconnected with the Utility's System.

Material Modification – A modification to machine data or equipment configuration or to the interconnection site of the Generating Facility that has a material impact on the cost, timing or design of any Interconnection Facilities or Upgrades.

Network Upgrades – Additions, modifications, and upgrades to the Utility's Transmission System required to accommodate the interconnection of the Generating Facility to the Utility's System. Network Upgrades do not include Distribution Upgrades.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Reliability Organization, Independent System Operator, control area, or the Utility's requirements, including those set forth in the Interconnection Agreement.

Party or Parties – The Utility, Interconnection Customer, and possibly the owner of an Affected System, or any combination of the above.

Point of Interconnection – The point where the Interconnection Facilities connect with the Utility's System.

Public Staff – The Public Staff of the North Carolina Utilities Commission.

Queue Position – The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Utility and a demonstration of site control, if requested.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Standard – The interconnection procedures, forms and agreements approved by the Commission for interconnection of Generating Facilities to Utility Systems in North Carolina.

Study Process – The procedure for evaluating an Interconnection Request that includes the Section 4 scoping meeting, feasibility study, system impact study, and facilities study.

System – The facilities owned, controlled or operated by the Utility that are used to provide electric service in North Carolina.

Utility – The entity that owns, controls, or operates facilities used for providing electric service in North Carolina.

Transmission System – The facilities owned, controlled or operated by the Utility that are used to transmit electricity in North Carolina.

Upgrades – The required additions and modifications to the Utility's System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

NORTH CAROLINA INTERCONNECTION REQUEST

Utility: _____

Designated Contact Person: _____

Address: _____

Telephone Number: _____

Fax: _____ E-Mail Address: _____

An Interconnection Request is considered complete when it provides all applicable and correct information required below.

Preamble and Instructions

An Interconnection Customer who requests a North Carolina Utilities Commission jurisdictional interconnection must submit this Interconnection Request by hand delivery, mail, e-mail, or fax to the Utility.

Request for: Fast Track Process ☐ Study Process ☐
(All Generating Facilities larger than 2 MW must use the Study Process.)

Processing Fee or Deposit

Fast Track Process – Non-Refundable Processing Fees

- If the Generating Facility is 20 kW or smaller, the fee is \$100.
- If the Generating Facility is larger than 20 kW but not larger than 100 kW, the fee is \$250.
- If the Generating Facility is larger than 100 kW but not larger than 2 MW, the fee is \$500.

Study Process – Deposit

If the Interconnection Request is submitted under the Study Process, whether a new submission or an Interconnection Request that did not pass the Fast Track Process, the Interconnection Customer shall submit to the Utility a deposit not to exceed \$1,000 towards study costs.

Change in Ownership – Non-Refundable Processing Fee

If the Interconnection Request is submitted solely due to a transfer of ownership of the Generating Facility, the fee is \$50.

Interconnection Customer Information

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Facility Location (if different from above): _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Application is for: _____ New Generating Facility

_____ Capacity Addition to Existing Generating Facility

_____ Transfer of Ownership of Existing Generating Facility

If capacity addition to existing Generating Facility, please describe: _____

Will the Generating Facility be used for any of the following?

Net Metering? Yes ____ No ____

To Supply Power to the Interconnection Customer? Yes ____ No ____

To Supply Power to the Utility? Yes ____ No ____

To Supply Power to Others? Yes ____ No ____

(If yes, discuss with the Utility whether the interconnection is covered by the NC Interconnection Standard.)

For installations at locations with existing electric service to which the proposed Generating Facility will interconnect, provide:

(Local Electric Service Provider*)

(Existing Account Number*)

[*To be provided by the Interconnection Customer if the local electric service provider is different from the Utility]

Contact Name: _____

Title: _____

Address: _____

Telephone (Day): _____ Telephone (Evening): _____

Fax: _____ E-Mail Address: _____

Requested Point of Interconnection: _____

Interconnection Customer's Requested In-Service Date: _____

Generating Facility Information

Data apply only to the Generating Facility, not the Interconnection Facilities.

Energy Source: Solar ____ Wind ____ Hydro ____ Hydro Type (e.g. Run-of-River): _____
Diesel ____ Natural Gas ____ Fuel Oil ____ Other (state type) _____

Prime Mover: Fuel Cell ____ Recip Engine ____ Gas Turbine ____ Steam Turbine ____
Microturbine ____ PV ____ Other _____

Type of Generator: Synchronous ___ Induction ___ Inverter ___

Generator Nameplate Rating: _____ kW (Typical) Generator Nameplate: _____ kVAR

Interconnection Customer or Customer-Site Load: _____ kW (if none, so state)

Typical Reactive Load (if known): _____

Maximum Physical Export Capability Requested: _____ kW

List components of the Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Is the prime mover compatible with the certified protective relay package? Yes ___ No ___

Generator (or solar collector)

Manufacturer, Model Name, & Number: _____

Version Number: _____

Nameplate Output Power Rating in kW: (Summer) _____ (Winter) _____

Nameplate Output Power Rating in kVA: (Summer) _____ (Winter) _____

Individual Generator Power Factor

Rated Power Factor: Leading: _____ Lagging: _____

Total Number of Generators in wind farm to be interconnected pursuant to this Interconnection Request: _____ Elevation: _____

Single phase ___ Three phase ___

Inverter Manufacturer, Model Name, & Number (if used): _____

List of adjustable set points for the protective equipment or software: _____

Note: A completed Power Systems Load Flow data sheet must be supplied with the Interconnection Request.

Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: _____ Instantaneous ____ or RMS? ____

Harmonics Characteristics: _____

Start-up requirements: _____

Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____

(*) Neutral Grounding Resistor (if applicable): _____

Synchronous Generators:Direct Axis Synchronous Reactance, X_d : _____ P.U.Direct Axis Transient Reactance, X'_d : _____ P.U.Direct Axis Subtransient Reactance, X''_d : _____ P.U.Negative Sequence Reactance, X_2 : _____ P.U.Zero Sequence Reactance, X_0 : _____ P.U.

KVA Base: _____

Field Volts: _____

Field Amperes: _____

Induction Generators:

Motoring Power (kW): _____

 I_2^2t or K (Heating Time Constant): _____Rotor Resistance, R_r : _____Stator Resistance, R_s : _____Stator Reactance, X_s : _____Rotor Reactance, X_r : _____Magnetizing Reactance, X_m : _____Short Circuit Reactance, X_d'' : _____

Exciting Current: _____

Temperature Rise: _____

Frame Size: _____

Design Letter: _____

Reactive Power Required In Vars (No Load): _____

Reactive Power Required In Vars (Full Load): _____

Total Rotating Inertia, H: _____ Per Unit on kVA Base

Note: Please contact the Utility prior to submitting the Interconnection Request to determine if the specified information above is required.

Excitation and Governor System Data for Synchronous Generators Only

Provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be determined to be required by applicable studies. A copy of the manufacturer's block diagram may not be substituted.

Interconnection Facilities Information

Will a transformer be used between the generator and the point of common coupling?

Yes ___ No ___

Will the transformer be provided by the Interconnection Customer? Yes ___ No ___

Transformer Data (if applicable, for Interconnection Customer-owned transformer):

Is the transformer: Single phase ___ Three phase ___ Size: _____ kVA

Transformer Impedance: _____ % on _____ kVA Base

If Three Phase:

Transformer Primary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded

Transformer Secondary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded

Transformer Tertiary: _____ Volts _____ Delta _____ Wye _____ Wye Grounded

Transformer Fuse Data (if applicable, for Interconnection Customer-owned fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: _____ Type: _____

Load Rating (Amps): _____ Interrupting Rating (Amps): _____ Trip Speed (Cycles): _____

Interconnection Protective Relays (if applicable):If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

	Setpoint Function	Minimum	Maximum
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Manufacturer: _____ Type: _____ Style/Catalog No.: _____ Proposed Setting: _____

Current Transformer Data (if applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Potential Transformer Data (if applicable):

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____

Type: _____ Accuracy Class: _____ Proposed Ratio Connection: _____

General Information

Enclose copy of site electrical one-line diagram showing the configuration of all Generating Facility equipment, current and potential circuits, and protection and control schemes. This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Generating Facility is larger than 50 kW.

Is One-Line Diagram Enclosed? Yes ___ No ___

Enclose copy of any site documentation that indicates the precise physical location of the proposed Generating Facility (e.g., USGS topographic map or other diagram or documentation).

Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) _____

Enclose copy of any site documentation that describes and details the operation of the protection and control schemes. Is Available Documentation Enclosed? Yes ___ No ___

Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).

Are Schematic Drawings Enclosed? Yes ___ No ___

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request is true and correct.

For Interconnection Customer: _____ Date: _____

Certification Codes and Standards

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

NEMA MG 1-1998, Motors and Small Resources, Revision 3

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

NFPA 70 (2002), National Electrical Code

UL 1741, Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources

Certification of Generator Equipment Packages

- 1.0 Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in Attachment 3 of the North Carolina Interconnection Procedures, (2) it has been labeled and is publicly listed by such NRTL at the time of the Interconnection Request, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.
- 2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.
- 3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the Parties to the interconnection nor follow-up production testing by the NRTL.
- 4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.
- 5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the Interconnection Customer's side of the point of common coupling shall be required to meet the requirements of the North Carolina Interconnection Procedures.
- 6.0 An equipment package does not include equipment provided by the Utility.

**Interconnection Request
for Interconnecting a Certified Inverter-Based
Generating Facility No Larger than 10 kW**

This Interconnection Request is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Interconnection Request may be required.

Processing Fee

A non-refundable processing fee of \$100 must accompany this Interconnection Request.

If the Interconnection Request is submitted solely due to a transfer of ownership of the Generating Facility, the fee is \$50.

Interconnection Customer

Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Contact (if different from Interconnection Customer)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Owner(s) of the Generating Facility: _____

Generating Facility Information

Location (if different from above): _____

Utility: _____

Account Number: _____

Inverter Manufacturer: _____ Model _____

Nameplate Rating: _____ (kW) _____ (kVA) _____ (AC Volts)

Single Phase _____ Three Phase _____

System Design Capacity: _____ (kW) _____ (kVA)

Prime Mover: Photovoltaic ☐ Reciprocating Engine ☐ Fuel Cell ☐Turbine ☐ Other _____Energy Source: Solar ☐ Wind ☐ Hydro ☐ Diesel ☐ Natural Gas ☐Fuel Oil ☐ Other (describe) _____

Is the equipment UL 1741 Listed? Yes ___ No ___

If Yes, attach manufacturer's cut-sheet showing UL 1741 listing

Estimated Installation Date: _____ Estimated In-Service Date: _____

The 10 kW Inverter Process is available only for inverter-based Generating Facilities no larger than 10 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the North Carolina Interconnection Procedures, or the Utility has reviewed the design or tested the proposed Generating Facility and is satisfied that it is safe to operate.

List components of the Generating Facility equipment package that are currently certified:

Equipment Type	Certifying Entity
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Interconnection Request is true. I agree to abide by the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 10 kW and return the Certificate of Completion when the Generating Facility has been installed.

Signed: _____

Title: _____ Date: _____

Contingent Approval to Interconnect the Generating Facility (For Utility use only)

Interconnection of the Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 10 kW and return of the Certificate of Completion.

Utility Signature: _____

Title: _____ Date: _____

Interconnection Request ID number: _____

Utility waives inspection/witness test? Yes ___ No ___

**Certificate of Completion
for Interconnecting a Certified Inverter-Based
Generating Facility No Larger than 10 kW**

Is the Generating Facility owner-installed? Yes ___ No ___

Interconnection Customer

Name: _____

Contact Person: _____

Address: _____

Location of the Generating Facility (if different from above)

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

Electrician

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____ E-Mail Address: _____

License Number: _____

Date Approval to Install Generating Facility granted by the Utility: _____

Interconnection Request ID Number: _____

Inspection:

The Generating Facility has been installed and inspected in compliance with the local building/electrical code of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Print Name: _____

Date: _____

As a condition of interconnection, you are required to send/fax a copy of this form along with a copy of the signed electrical permit to (insert Utility information below):

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Fax: _____

Approval to Energize the Generating Facility (For Utility use only)

Energizing the Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 10 kW.

Utility Signature: _____

Title: _____ Date: _____

**Terms and Conditions
for Interconnecting a Certified Inverter-Based
Generating Facility No Larger than 10 kW**

1.0 Construction of the Facility

The Interconnection Customer (Customer) may proceed to construct (including operational testing not to exceed two hours) the Generating Facility when the Utility approves the Interconnection Request and returns it to the Customer.

2.0 Interconnection and Operation

The Customer may interconnect the Generating Facility with the Utility's System and operate in parallel with the Utility's System once all of the following have occurred:

2.1 Upon completing construction, the Customer will cause the Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and

2.2 The Customer returns the Certificate of Completion to the Utility, and

2.3 The Utility has either:

2.3.1 Completed its inspection of the Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Utility, at its own expense, within ten Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Utility shall provide a written statement that the Generating Facility has passed inspection or shall notify the Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place; or

2.3.2 If the Utility does not schedule an inspection of the Generating Facility within ten Business Days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or

2.3.3 The Utility waives the right to inspect the Generating Facility.

2.4 The Utility has the right to disconnect the Generating Facility in the event of improper installation or failure to return the Certificate of Completion.

- 2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable American National Standards Institute (ANSI) standards and all applicable regulatory requirements.

3.0 Safe Operations and Maintenance

The Customer shall be fully responsible to operate, maintain, and repair the Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

4.0 Access

The Utility shall have access to the disconnect switch (if a disconnect switch is required) and metering equipment of the Generating Facility at all times. The Utility shall provide reasonable notice to the Customer, when possible, prior to using its right of access.

5.0 Disconnection

The Utility may temporarily disconnect the Generating Facility upon the following conditions:

- 5.1 For scheduled outages upon reasonable notice.
- 5.2 For unscheduled outages or emergency conditions.
- 5.3 If the Generating Facility does not operate in a manner consistent with these Terms and Conditions.
- 5.4 The Utility shall inform the Customer in advance of any scheduled disconnection, or as soon as is reasonable after an unscheduled disconnection.

6.0 Indemnification

The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations hereunder on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.0 Insurance

All insurance policies must be maintained with insurers authorized to do business in North Carolina. The Parties agree to the following insurance requirements:

- 7.1 If the Customer is a residential customer of the Utility, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least \$100,000 per occurrence.
- 7.2 If the Customer is a non-residential customer of the Utility, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least \$300,000 per occurrence.
- 7.3 The Customer may provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices.

8.0 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, or expense, including reasonable attorney's fees, relating to or arising from any act or omission hereunder, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, incidental, consequential, or punitive damages of any kind.

9.0 Termination

The agreement to interconnect and operate in parallel may be terminated under the following conditions:

9.1 By the Customer

By providing written notice to the Utility and physically and permanently disconnecting the Generating Facility.

9.2 By the Utility

If the Generating Facility fails to operate for any consecutive 12-month period or the Customer fails to remedy a violation of these Terms and Conditions.

9.3 Permanent Disconnection

In the event this Agreement is terminated, the Utility shall have the right to disconnect its facilities or direct the Customer to disconnect its Generating Facility.

9.4 Survival Rights

This Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.

10.0 Assignment/Transfer of Ownership of the Facility

- 10.1 This Agreement shall not survive the transfer of ownership of the Generating Facility to a new owner.
- 10.2 The new owner must complete and submit a new Interconnection Request agreeing to abide by these Terms and Conditions for interconnection and parallel operations within 20 Business Days of the transfer of ownership. The Utility shall acknowledge receipt and return a signed copy of the Interconnection Request within ten Business Days.
- 10.3 The Utility shall not study or inspect the Generating Facility unless the new owner's Interconnection Request indicates that a Material Modification has occurred or is proposed.

Feasibility Study Agreement

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,"), and _____, a _____ existing under the laws of the State of _____, ("Utility"). The Interconnection Customer and the Utility each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the Utility's System; and

WHEREAS, the Interconnection Customer has requested the Utility to perform a feasibility study to assess the feasibility of interconnecting the proposed Generating Facility with the Utility's System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the North Carolina Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the Utility shall cause to be performed an interconnection feasibility study consistent with the North Carolina Interconnection Procedures.
- 3.0 The scope of the feasibility study shall be subject to the assumptions set forth in Appendix A to this Agreement.
- 4.0 The feasibility study shall be based on the technical information provided by the Interconnection Customer in the Interconnection Request, as may be modified as the result of the scoping meeting. The Utility reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the feasibility study and as designated in accordance with the North Carolina Interconnection Procedures. If the Interconnection Customer modifies

its Interconnection Request, the time to complete the feasibility study may be extended by agreement of the Parties.

- 5.0 In performing the study, the Utility shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the feasibility study.
- 6.0 The feasibility study report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Generating Facility as proposed:
 - 6.1 Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - 6.2 Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - 6.3 Initial review of grounding requirements and electric system protection; and
 - 6.4 Description and non-binding estimated cost of facilities required to interconnect the proposed Generating Facility and to address the identified short circuit and power flow issues.
- 7.0 The feasibility study shall model the impact of the Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Generating Facility is being installed.
- 8.0 The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.
- 9.0 A deposit of the lesser of 50 percent of good faith estimated feasibility study costs or earnest money of \$1,000 may be required from the Interconnection Customer.
- 10.0 Once the feasibility study is completed, a feasibility study report shall be prepared and transmitted to the Interconnection Customer. Barring unusual circumstances, the feasibility study must be completed and the feasibility study report transmitted within 30 Business Days of the Interconnection Customer's agreement to conduct a feasibility study.

11.0 Any study fees shall be based on the Utility's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.

12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Utility shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

14.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

15.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

16.0 Waiver

16.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

16.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

17.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

18.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

19.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

20.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

20.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

20.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

21.0 Reservation of Rights

The Utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

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

[Insert name of Utility]

[Insert name of Interconnection Customer]

Signed _____

Signed _____

Name (Printed):

Name (Printed):

Title _____

Title _____

Assumptions Used in Conducting the Feasibility Study

The feasibility study will be based upon the information set forth in the Interconnection Request and agreed upon in the scoping meeting held on _____:

1) Designation of Point of Interconnection and configuration to be studied.

2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Utility.

System Impact Study Agreement

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,"), and _____, a _____ existing under the laws of the State of _____, ("Utility"). The Interconnection Customer and the Utility each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the Utility's System; and

WHEREAS, the Utility has completed a feasibility study and provided the results of said study to the Interconnection Customer (this recital to be omitted if the Parties have agreed to forego the feasibility study); and

WHEREAS, the Interconnection Customer has requested the Utility to perform a system impact study to assess the impact of interconnecting the Generating Facility with the Utility's System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the North Carolina Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the Utility shall cause to be performed a system impact study consistent with the North Carolina Interconnection Procedures.
- 3.0 The scope of the system impact study shall be subject to the assumptions set forth in Appendix A to this Agreement.
- 4.0 A system impact study will be based upon the results of the feasibility study and the technical information provided by Interconnection Customer in the Interconnection Request. The Utility reserves the right to request additional

technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the system impact study. If the Interconnection Customer modifies its designated Point of Interconnection, Interconnection Request, or the technical information provided therein is modified, the time to complete the system impact study may be extended.

- 5.0 A system impact study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary. A system impact study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service, including a preliminary indication of the cost and length of time that would be necessary to correct any problems identified in those analyses and implement the interconnection. A system impact study shall provide a list of facilities that are required as a result of the Interconnection Request and non-binding good faith estimates of cost, responsibility and time to construct.
- 6.0 A distribution system impact study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.
- 7.0 Affected Systems may participate in the preparation of a system impact study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a system impact study that covers potential adverse system impacts on their electric systems, and the Utility has 20 additional Business Days to complete a system impact study requiring review by Affected Systems.
- 8.0 If the Utility uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the system impact study shall consider all generating facilities (and with respect to paragraph 8.3 below, any identified Upgrades associated with such higher queued interconnection) that, on the date the system impact study is commenced –
 - 8.1. Are directly interconnected with the Utility's electric system; or
 - 8.2. Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and
 - 8.3. Have a pending higher queued Interconnection Request to interconnect with the Utility's electric system.

- 9.0 A distribution system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within 30 Business Days after this Agreement is signed by the Parties. A transmission system impact study, if required, shall be completed and the results transmitted to the Interconnection Customer within 45 Business Days after this Agreement is signed by the Parties, unless the study involves Affected Systems per 7.0.
- 10.0 A deposit of the equivalent of the good faith estimated cost of a distribution system impact study and one half of the good faith estimated cost of a transmission system impact study may be required from the Interconnection Customer.
- 11.0 Any study fees shall be based on the Utility's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.
- 12.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Utility shall refund such excess within 30 calendar days of the invoice without interest.

13.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

14.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

15.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

16.0 Waiver

16.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be

considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

- 16.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

17.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

18.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

19.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

20.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

- 20.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall

be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

20.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

21.0 Reservation of Rights

The Utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

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

[Insert name of Utility]

[Insert name of Interconnection Customer]

Signed _____

Signed _____

Name (Printed):

Name (Printed):

Title _____

Title _____

Assumptions Used in Conducting the System Impact Study

The system impact study shall be based upon the results of the feasibility study, subject to any modifications in accordance with the Interconnection Procedures, and the following assumptions:

- 1) Designation of Point of Interconnection and configuration to be studied.

- 2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Utility.

Facilities Study Agreement

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 20__ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,"), and _____, a _____ existing under the laws of the State of _____, ("Utility"). The Interconnection Customer and the Utility each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the Utility's System; and

WHEREAS, the Utility has completed a system impact study and provided the results of said study to the Interconnection Customer (this recital to be omitted if the Parties have agreed to forego the system impact study); and

WHEREAS, the Interconnection Customer has requested the Utility to perform a facilities study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the system impact study and/or any other relevant studies in accordance with Good Utility Practice to physically and electrically connect the Generating Facility with the Utility's System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

- 1.0 When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the North Carolina Interconnection Procedures.
- 2.0 The Interconnection Customer elects and the Utility shall cause to be performed a facilities study consistent with the North Carolina Interconnection Procedures.
- 3.0 The scope of the facilities study shall be subject to data provided in Appendix A to this Agreement.
- 4.0 The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to

implement the conclusions of the system impact studies. The facilities study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Utility's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the time required to complete the construction and installation of such facilities.

- 5.0 The Utility may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Generating Facility if it is willing to pay the costs of those facilities.
- 6.0 A deposit of the good faith estimated facilities study costs may be required from the Interconnection Customer.
- 7.0 In cases where Upgrades are required, the facilities study must be completed within 45 Business Days of the receipt of this Agreement. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the facilities study must be completed within 30 Business Days.
- 8.0 Once the facilities study is completed, a facilities study report shall be prepared and transmitted to the Interconnection Customer.
- 9.0 Any study fees shall be based on the Utility's actual costs and will be invoiced to the Interconnection Customer after the study is completed and delivered and will include a summary of professional time.
- 10.0 The Interconnection Customer must pay any study costs that exceed the deposit without interest within 30 calendar days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced fees, the Utility shall refund such excess within 30 calendar days of the invoice without interest.

11.0 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.0 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

13.0 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

14.0 Waiver

14.1. The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

14.2. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

15.0 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

16.0 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

17.0 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

18.0 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

18.1. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

18.2. The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

19.0 Reservation of Rights

The Utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

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

[Insert name of Utility]

[Insert name of Interconnection Customer]

Signed _____

Signed _____

Name (Printed):

Name (Printed):

Title _____

Title _____

**Data to Be Provided by the Interconnection Customer
with the Facilities Study Agreement**

Provide location plan and simplified one-line diagram of the plant and station facilities.
For staged projects, please indicate future generation, circuits, etc.

On the one-line diagram, indicate the generation capacity attached at each
metering location. (Maximum load on CT/PT)

On the one-line diagram, indicate the location of auxiliary power. (Minimum load
on CT/PT) Amps

One set of metering is required for each generation connection to the new ring bus or
existing Utility station. Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?
Yes _____ No _____

Will a transfer bus on the generation side of the metering require that each meter set be
designed for the total plant generation? Yes _____ No _____
(Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Generating Facility?

What protocol does the control system or PLC use?

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station,
distribution line, and property lines.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Utility's System.

Tower number observed in the field (Painted on tower leg)*:

Number of third party easements required for lines*:

* To be completed in coordination with Utility.

Is the Generating Facility located in Utility's service area?

Yes _____ No _____ If No, please provide name of local provider:

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformers
receive back feed power Date: _____

Generation Testing Date: _____

Commercial Operation Date: _____

**NORTH CAROLINA
INTERCONNECTION AGREEMENT**

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This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by _____ ("Utility"), and _____ ("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Utility Information

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Interconnection Customer Information

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Interconnection Request ID No: _____

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Applicability

This Agreement shall be used for all Interconnection Requests submitted under the North Carolina Interconnection Procedures except for those submitted under the 10 kW Inverter Process in Section 2 of the Interconnection Procedures.

1.2 Purpose

This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the Utility's System.

1.3 No Agreement to Purchase or Deliver Power or RECs

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power or Renewable Energy Certificates (RECs). The purchase or delivery of power, RECs that might result from the operation of the Generating Facility, and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Utility.

1.4 Limitations

Nothing in this Agreement is intended to affect any other agreement between the Utility and the Interconnection Customer.

1.5 Responsibilities of the Parties

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3 The Utility shall construct, operate, and maintain its System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.

1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriters' Laboratories, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the

likelihood of a disturbance adversely affecting or impairing the System or equipment of the Utility and any Affected Systems.

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Appendices to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Utility and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Utility's System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Appendices to this Agreement.

1.5.6 The Utility shall coordinate with all Affected Systems to support the interconnection.

1.6 Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable control area, including, but not limited to: 1) any rules and procedures concerning the operation of generation set forth in Commission-approved tariffs or by the applicable system operator(s) for the Utility's System and; 2) the Operating Requirements set forth in Appendix 5 of this Agreement.

1.7 Metering

The Interconnection Customer shall be responsible for the Utility's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Appendices 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power

1.8.1 The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Utility has established different requirements that apply to all similarly situated generators in the

control area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

- 1.8.2 The Utility is required to pay the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Generating Facility when the Utility requests the Interconnection Customer to operate its Generating Facility outside the range specified in Article 1.8.1. In addition, if the Utility pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Interconnection Customer.
- 1.8.3 Payments shall be in accordance with the Utility's applicable rate schedule then in effect unless the provision of such service(s) is subject to a regional transmission organization or independent system operator FERC-approved rate schedule. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb reactive power under this Agreement, the Parties agree to expeditiously file such rate schedule and agree to support any request for waiver of any prior notice requirement in order to compensate the Interconnection Customer from the time service commenced.

1.9 Capitalized Terms

Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 of the North Carolina Interconnection Procedures or the body of this Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

- 2.1.1 The Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Utility of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day, unless otherwise agreed to by the Parties. The Utility may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Utility a written test report when such testing and inspection is completed.
- 2.1.2 The Utility shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or

warranty by the Utility of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

2.2.1 The Utility shall use Reasonable Efforts to list applicable parallel operation requirements in Appendix 5 of this Agreement. Additionally, the Utility shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Utility shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2 The Interconnection Customer shall not operate its Generating Facility in parallel with the Utility's System without prior written authorization of the Utility. The Utility will provide such authorization once the Utility receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

2.3.1 Upon reasonable notice, the Utility may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Utility at least five Business Days prior to conducting any on-site verification testing of the Generating Facility.

2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Utility shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3 Each Party shall be responsible for its own costs associated with following this Article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ten years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with Article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Utility 20 Business Days written notice and physically and permanently disconnecting the Generating Facility from the Utility's System.

3.3.2 Either Party may terminate this Agreement after Default pursuant to Article 7.6.

3.3.3 Upon termination of this Agreement, the Generating Facility will be disconnected from the Utility's System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.

3.3.4 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination.

3.3.5 The provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 Emergency Conditions

“Emergency Condition” shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Utility, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Utility’s System, the Utility’s Interconnection Facilities or the systems of others to which the Utility’s System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer’s Interconnection Facilities. Under Emergency Conditions, the Utility may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Utility shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer’s operation of the Generating Facility. The Interconnection Customer shall notify the Utility promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Utility’s System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties’ facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

The Utility may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Utility’s System when necessary for routine maintenance, construction, and repairs on the Utility’s System. The Utility shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Utility shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, the Utility may suspend interconnection service to effect immediate repairs on the Utility’s System. The Utility shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The Utility shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Utility's System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Utility may disconnect the Generating Facility. The Utility shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of Article 3.4.1 apply.

3.4.5 Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Utility before making any change to the Generating Facility that may have a material impact on the safety or reliability of the Utility's System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Utility's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Utility's System to their normal operating state as soon as reasonably practicable following a temporary or emergency disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

- 4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Appendix 2 of this Agreement. The Utility shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Utility.

- 4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Utility's Interconnection Facilities.

4.2 Distribution Upgrades

The Utility shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix 6 of this Agreement. If the Utility and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2 Network Upgrades

The Utility shall design, procure, construct, install, and own the Network Upgrades described in Appendix 6 of this Agreement. If the Utility and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Utility elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

- 6.1.1 The Utility shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.
- 6.1.2 Within three months of completing the construction and installation of the Utility's Interconnection Facilities and/or Upgrades described in the Appendices to this Agreement, the Utility shall provide the

Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Utility for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Utility shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Utility within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Utility shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.1.3 If the Interconnection Customer elects the payment procedures in Articles 6.1.1 and 6.1.2, the Utility may also bill the Interconnection Customer periodically for the costs associated with operating, maintaining, repairing and replacing the Utility's Interconnection Facilities, as set forth in Appendix 2 of this Agreement.

6.1.4 The Interconnection Customer may elect to be billed the costs in Articles 6.1.1 and 6.1.2 and for on-going operations, maintenance, repair and replacement of the Utility's Interconnection Facilities under a Utility rate schedule, tariff, rider or service regulation providing for extra facilities charges, as set forth in Appendix 2 of this Agreement, such monthly charges to continue throughout the entire life of the interconnection.

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Appendix 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) request appropriate amendments to Appendix 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Utility's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Utility, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the Utility and is consistent with the Uniform Commercial Code of North Carolina. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Utility's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Utility under this Agreement during its term. In addition:

- 6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Utility, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 6.3.2 The letter of credit or surety bond must be issued by a financial institution or insurer reasonably acceptable to the Utility and must specify a reasonable expiration date.
- 6.3.3 The Utility may waive the security requirements if its credit policies show that the financial risks involved are de minimus, or if the Utility's policies allow the acceptance of an alternative showing of creditworthiness from the Interconnection Customer.

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

7.1 Assignment

- 7.1.1 This Agreement shall not survive the transfer of ownership of the Generating Facility to a new owner. The new owner must complete a new Interconnection Request and submit it to the Utility within 20 Business Days of the transfer of ownership or the Utility's Interconnection Facilities shall be removed or disabled and the Generating Facility disconnected from the Utility's System. The Utility shall not study or inspect the Generating Facility unless the new owner's Interconnection Request indicates that a Material Modification has occurred or is proposed.
- 7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Utility, for collateral security purposes to aid in providing financing for the Generating Facility,

provided that the Interconnection Customer will promptly notify the Utility of any such assignment. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.

7.1.3 Any attempted assignment that violates this article is void and ineffective.

7.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, incidental, consequential, or punitive damages of any kind, except as authorized by this Agreement.

7.3 Indemnity

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 7.2.

7.3.2 The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inaction of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.

- 7.3.5 Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Force Majeure

- 7.5.1 As used in this article, a Force Majeure Event shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.
- 7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

- 7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.
- 7.6.2 If a Default is not cured as provided in this Article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

- 8.1 The Interconnection Customer shall obtain and retain, for as long as the Generating Facility is interconnected with the Utility's System, liability insurance which protects the Interconnection Customer from claims for bodily injury and/or property damage. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. This insurance shall be primary for all purposes. The Interconnection Customer shall provide certificates evidencing this coverage as required by the Utility. Such insurance shall be obtained from an insurance provider authorized to do business in North Carolina. The Utility reserves the right to refuse to establish or continue the interconnection of the Generating Facility with the Utility's System, if such insurance is not in effect.
- 8.1.1 For an Interconnection Customer that is a residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be a standard homeowner's

insurance policy with liability coverage in the amount of at least \$100,000 per occurrence.

- 8.1.2 For an Interconnection Customer that is a non-residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least \$300,000 per occurrence.
 - 8.1.3 An Interconnection Customer of sufficient credit-worthiness may propose to provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices, and such a proposal shall not be unreasonably rejected.
- 8.2 The Utility agrees to maintain general liability insurance or self-insurance consistent with the Utility's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Utility's liabilities undertaken pursuant to this Agreement.
- 8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

- 9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.
- 9.1.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

- 9.1.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 9.3 If information is requested by the Commission from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to the Commission within the time provided for in the request for information. In providing the information to the Commission, the Party may request that the information be treated as confidential and non-public in accordance with North Carolina law and that the information be withheld from public disclosure.

Article 10. Disputes

- 10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this Article.
- 10.2 In the event of a dispute, either Party shall provide the other Party with a written notice of dispute. Such notice shall describe in detail the nature of the dispute.
- 10.3 If the dispute has not been resolved within two Business Days after receipt of the notice, either Party may contact the Public Staff for assistance in informally resolving the dispute. If the Parties are unable to informally resolve the dispute, either Party may then file a formal complaint with the Commission.
- 10.4 Each Party agrees to conduct all negotiations in good faith.

Article 11. Taxes

- 11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with North Carolina and federal policy and revenue requirements.
- 11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Utility's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable

Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties, or under Article 12.12 of this Agreement.

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4 Waiver

12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

This Agreement, including all Appendices, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12 Reservation of Rights

The Utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

If to the Utility:

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

If to the Utility:

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

If to the Utility:

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Utility's Operating Representative:

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

13.5 Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Utility

Name: _____

Title: _____

Date: _____

For the Interconnection Customer

Name: _____

Title: _____

Date: _____

Glossary of Terms

See Glossary of Terms, Attachment 1 to the North Carolina Interconnection Procedures.

**Description and Costs of the Generating Facility,
Interconnection Facilities, and Metering Equipment**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, or the Utility. The Utility will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

**One-line Diagram Depicting the Generating Facility,
Interconnection Facilities, Metering Equipment, and Upgrades**

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Milestones

In-Service Date: _____

Critical milestones and responsibility as agreed to by the Parties:

	Milestone/Date	Responsible Party
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____
(4)	_____	_____
(5)	_____	_____
(6)	_____	_____
(7)	_____	_____
(8)	_____	_____
(9)	_____	_____
(10)	_____	_____

Agreed to by:

For the Utility _____ Date _____

For the Interconnection Customer _____ Date _____

**Additional Operating Requirements for the Utility's
System and Affected Systems Needed to Support
the Interconnection Customer's Needs**

The Utility shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Utility's System.

Utility's Description of its Upgrades and Best Estimate of Upgrade Costs

The Utility shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Utility shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.

Application for Street Lighting Service Form No. 1

(Municipal Customer)

Date _____, 2 ____

Location _____ (City or Town and State)

The undersigned, herein called "Customer", hereby applies to Duke Energy Progress, LLC, herein called "Company," for street lighting service under its applicable Schedule No. _____ and its Street Lighting Service Regulations, a copy of each being hereto attached and made a part thereof. The said service is for the lighting units located within or near _____, and described on Exhibit(s) No. _____ attached hereto as a part hereof.

It is understood that Company's acceptance of this Application will be evidenced only by the signature of its authorized representative in the space provided therefor below and when so accepted it shall constitute an Agreement as of the date hereof for the service requested to begin on ____ day of _____, 2 ____, and continuing until the ____ day of _____, 2 ____, and shall automatically extend (a) for a successive additional period of ____ years, and (b) for additional successive like periods of extension by the continued receipt and use of street lighting service, provided that either party may terminate this Agreement at the end of the original period or at the end of any extended period, by giving not less than six months' previous notice in writing to the other part of the intention to terminate same. If accepted, this Application shall constitute the only Agreement between the parties concerning the supplying of street lighting service at the location set forth herein for street lighting service.

The applicable Schedules and Service Regulations hereto attached as a part of this Service Agreement are subject to change, revision, alteration, or substitution either in whole or in part, made at any time or from time to time by the order or approval of the State regulatory commission having jurisdiction, and any such change, revision, alteration, or substitution shall immediately become effective as a part of this Agreement.

In the event Customer defaults in payment of bills for service and by reason thereof the illumination furnished hereunder is discontinued, such discontinuance of illumination shall not be a abrogation of this Agreement, and Customer shall not be relieved of the obligation to pay the facility charges hereunder.

IN TESTIMONY WHEREOF, Customer, pursuant to resolution passed by its Board of _____, at a _____ meeting held in _____ on the ____ day of _____, 2 ____, has caused this Application to be signed in its corporate name, by its _____ and its corporate seal to be hereto affixed and attested by its _____.

ATTEST:

By _____

Title _____

By _____

Title _____

ACCEPTED: ____ Day of _____, 2 ____

Duke Energy Progress, LLC

By _____

Title _____

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Modified Exhibit No. 1 Company-Owned
Street Lighting System Schedule SLS
(Nonstandard Lighting Form)

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The lighting units to be installed and owned by Company under the Application for Street Lighting Service dated _____, between _____ and Duke Energy Progress, LLC, and other items are summarized as follows for billing purposes:

DESCRIPTION OF LIGHTING UNITS	Number of Lighting Units
7,000 lumen mercury vapor unit	
21,000 lumen mercury vapor unit	
60,000 lumen mercury vapor unit	
9,500 lumen sodium vapor unit	
22,000 lumen sodium vapor unit	
50,000 lumen sodium vapor unit	
12,000 lumen retrofit sodium vapor unit	
9,000 lumen metal halide	
40,000 lumen metal halide	
110,000 lumen metal halide	

UNDERGROUND SERVICE		
Number of Poles:	Contribution	Monthly Charge
_____ poles @ \$ _____ per pole or _____ poles @ \$ _____ per pole	\$ _____	\$ _____

STREET LIGHTING POLES	Monthly Charge
_____ Special Wood Pole @ \$ _____ per pole	\$ _____
_____ Special Metal Pole @ \$ _____ per pole	\$ _____
_____ Special Post @ \$ _____ per pole	\$ _____
_____ System Metal Pole @ \$ _____ per pole	\$ _____

ADDITIONAL FACILITIES	Additional Investment	Monthly Charge
Nonstandard Poles/Posts - Estimated installed cost of nonstandard pole(s) or post(s)	\$ _____ @ ____ %	\$ _____
Nonstandard Fixtures - Estimated installed cost of fixtures in excess of that normally required to provide standard street lighting service	\$ _____ @ ____ %	\$ _____
Nonstandard Brackets - Estimated installed cost of nonstandard bracket(s)	\$ _____ @ ____ %	\$ _____
Primary Conductors - Estimated installed cost of required facilities	\$ _____ @ ____ %	\$ _____
Mast Arm - Estimated installed cost over bracket unit	\$ _____ @ ____ %	\$ _____
Excess Footage - Excess installed cost of underground circuit in excess of 250 feet	\$ _____ @ ____ %	\$ _____
TOTAL ADDITIONAL FACILITIES		\$ _____

SLR Street Lighting Petition Form (New Underground Service In Existing Subdivision)

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We the undersigned hereby petition Duke Energy Progress, LLC to install street lighting in

_____ subdivision located in or near . We request that this street lighting be installed with underground distribution lines under Duke Energy Progress LLC's Street Lighting Service Schedule SLR - _____ to the allotment of one _____ fixture for every customer or a major fraction thereof as shown on the attached drawing dated _____.

We also understand \$ _____ will be added to each monthly bill rendered for residential electrical service within the subdivision, and this amount is subject to change by order of the _____. We also understand that a nonrefundable contribution will be required for the cost of trenching and backfilling necessary for installation of the additional lights. We also understand that if the undersigned does not constitute 100% of the subdivision, the street lighting cannot be installed under Schedule SLR- _____.

We the undersigned also verify the restrictive covenants for all lots within the subdivision are hereby amended to include the following provision:

The developer reserves the right to subject the real property in this subdivision to a contract with Duke Energy Progress, LLC for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Duke Energy Progress, LLC by the owner of each building.

SLR Street Lighting Petition Form
(New Underground Service In Existing Subdivision)

Subdivision _____

Name	Date	Address or Lot No.

Street Lighting Petition Form to Add Lights under SLR Schedule (Overhead Service)

We the undersigned hereby petition Duke Energy Progress, LLC to add lights and in
_____ subdivision located
_____ in or near _____.

We wish to change from one _____ fixture per _____ lots to one _____ fixture
per _____ lots mounted on a _____ pole.

We understand that we must pay any nonrefundable contributions for unusual
circumstances that may arise prior to or during construction such as but not limited to
excess circuitry, moving existing poles, etc. We are also responsible for any re-landscaping
that may be required.

The monthly SLR billing includes the fixture, pole, and underground service charge (if
applicable.) An example of this would be going from a 9500 lumen - 1 light per 10
customers to a 9500 lumen - 1 light per 5 customers on a wood pole.

We understand that a petition of 100% of the lot owners is required for this change. If the
undersigned does not constitute 100% of the legal lot ownership within the subdivision then
this rate change can not proceed.

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Address or Lot No.[illegible]

SLR Street Lighting Petition Form (New Overhead Service In Existing Subdivision)

We the undersigned hereby petition Duke Energy Progress, LLC to install street lighting in _____ subdivision located _____ in or near _____. We request that this street lighting be installed with overhead distribution lines under Duke Energy Progress' Street Lighting Service Schedule SLR - _____ to the allotment of one _____ fixture bracket mounted luminaire on an approved wood pole for every _____ customers or a major fraction thereof as shown on the attached drawing dated _____.

We also understand \$ _____ will be added to each monthly bill rendered for residential electrical service within the subdivision, and this amount is subject to change by order of the _____. We also understand that if the undersigned does not constitute 100% of the subdivision, the street lighting cannot be installed under Schedule SLR- _____.

We the undersigned also verify the restrictive covenants for all lots within the subdivision are hereby amended to include the following provision:

The developer reserves the right to subject the real property in this subdivision to a contract with Duke Energy Progress, LLC for the installation of underground electric cables which may require an initial contribution and/or the installation of street lighting, which will require a continuing monthly payment to Duke Energy Progress, LLC by the owner of each building.

SLR Street Lighting Petition Form
(New Overhead Service In Existing Subdivision)

Subdivision _____

Name	Date	Address or Lot No.

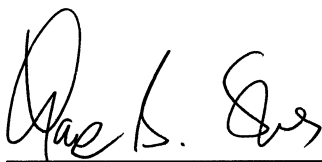
CERTIFICATE OF SERVICE

I certify that a copy of Duke Energy Progress, LLC's revised tariffs in Docket No. E-2, Sub 1076 have been served by electronic mail, hand delivery or by depositing a copy in the United States mail, postage prepaid, properly addressed to the following parties of record:

Antoinette Wike
NCUC - Public Staff
4326 Mail Service Center
Raleigh, NC 27699-4326
Antoinette.Wike@psncuc.nc.gov

This the 3rd day of August, 2015.

By: _____



Lawrence B. Somers
Deputy General Counsel
Duke Energy Corporation
Post Office Box 1551 / NCRH 20
Raleigh, North Carolina 27602
Telephone: 919.546.6722
bo.somers@duke-energy.com