



# OFFICIAL COPY

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September 23, 2013

FILED

SEP 2 3 2013

Clerk's Office
N.C. Utilities Commission

#### **VIA HAND DELIVERY**

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

> RE: Duke Energy Carolinas' and Duke Energy Progress' Verified Response to August 23, 2013 Order Requesting Additional Information and Declining to Initiate Rulemaking Docket No. E-100, Sub 137

Dear Ms. Mount:

I enclose an original and thirty-one (31) copies of Duke Energy Carolinas, LLC's and Duke Energy Progress, Inc.'s ("the Companies") Verified Response to August 23, 2013 Order Requesting Additional Information and Declining to Initiate Rulemaking ("the Response"), for filing in connection with the referenced matter.

Thank you for your attention to this matter. If you have any questions, please let me know.

Sincerely,

Lawrence B. Somers

Enclosures

cc: Parties of Record

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#### CERTIFICATE OF SERVICE

I, Lawrence B. Somers, certify that a copy of Duke Energy Carolinas, LLC's and Duke Energy Progress, Inc.'s Verified Response to August 23, 2013 Order Requesting Additional Information and Declining to Initiate Rulemaking in Docket No. E-100, Sub 137, has been served by electronic mail, hand delivery or by depositing a copy in the United States mail, postage prepaid to the following parties for record:

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This is the 23<sup>rd</sup> day of September, 2013.

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# Duke Energy Carolinas, LLC and Duke Energy Progress, Inc. 4 The Verified Response to August 23, 2013 Order Requesting Additional Information Docket No. E-100, Sub 137

September 23, 2013

SEP 2 3 2013 Clerk's Office

1. State the details of all historical customer usage information that is regularly provided on retail customers' bills, including the time periods or blocks in which the information is provided and the data that is provided.

Duke Energy Carolinas' (DEC's) electric bills show a comparison of the total kWh hours used for the same month the previous year, number of days in the bill, average kWh per day, and average dollar amount per day.

Duke Energy Progress' (DEP's) electric bills show a graph depicting usage history of the preceding 12 months of service.

2. Describe in detail all customer usage information that is available to your retail customers.

Each billing statement for DEC and DEP shows the dates of service, number of days in the bill, meter readings at the beginning and end of the period, kWh, and kW (actual and billing) values used in the calculation of the bill. For DEC, with limited exceptions (e.g. customers on special rates like Hourly Pricing), customers can access a minimum of 12 months of previous bills via the Company's on-line services. Customers seeking more detailed usage information i.e. interval data) can subscribe to the Company's Remote Meter Reading and Usage Data Service (see # 6 below). For DEP, with limited exceptions (e.g. customers on special rates like Large General Service Real Time Pricing Schedule LGS-RTP), customers can access a minimum of 12 months of previous bills via the Company's on-line services. Customers seeking more detailed usage information (i.e. interval data) can subscribe to the Company's Meter Related Optional Program Rider MROP.

3. State the details of the modes (internet, email, telephone, letter) that retail customers can utilize to request and receive their usage information.

DEC customers can directly access usage monthly billing information via the internet, and otherwise by specific request via email to, by telephone to 1-800-777-9898, or by letter to the correspondence address on the monthly bill.

DEP customers can directly access usage monthly billing information via the following modes: the corporate website <a href="www.duke-energy.com/progress">www.duke-energy.com/progress</a> (i.e. email Customer Service), via registration in e-bill which allows the customer to access and view their bill on-line at anytime, and monthly mailed paper statements. Requests for duplicate bills or bill amounts can be conveyed via telephone by calling 1-800-452-2777.

# Duke Energy Carolinas, LLC and Duke Energy Progress, Inc.'s Verified Response to August 23, 2013 Order Requesting Additional Information Docket No. E-100, Sub 137 September 23, 2013

4. State the details of the modes by which retail customers can authorize the release of their usage information to a third party and the modes by which the third party can receive the information.

Customers must provide explicit and informed written consent prior to DEC or DEP disclosing "Customer Information" (as defined in the Code of Conduct), to a third party. The written consent may be submitted to Duke Energy via email, postal service, fax or other means.

Third parties can receive Customer Information via postal service, fax, file transfer protocol (ftp), email, DVD, etc. If we provide Customer Information via electronic means (e.g. email, ftp, DVD), then we encrypt the data set and provide the third party a password to enable decryption.

5. Does your company have a standard form that retail customers can sign to authorize the release of their usage information to a third party? If so, please attach a copy of the form to your responses.

DEC and DEP use standard templates for customer consent (attached). However, understanding that some third parties have their own standard consent forms, we will accept other formats, as long as the third party form contains the key elements DEC/DEP require to verify the customer's account and determine exactly which set of data the customers has authorized DEC/DEP to disclose.

6. State whether your company provides real time pricing and/or real time data streaming to its retail customers. If so, provide the details of the customer classes to which this information is provided, the applicable tariffs, the data that is available, the modes that customers can utilize to request and receive such data, the frequency with which the data is available (every minute, 15 minutes, hour, etc.), and the time periods or blocks in which the data is provided.

#### Real Time Pricing

DEC does not offer "real" time pricing but does offer a rate, Hourly Pricing for Incremental Load. Under this schedule, the customer pays for a base amount of usage at the same prices as a standard tariff, and load above or below that baseline in any hour is charged at marginal prices which are provided to the customer on a day ahead basis. Prices for each hour of the following day are provided by 4:00 p.m. On Friday, prices are provided for Saturday, Sunday and Monday; company holidays are handled similarly. This schedule is available to customers 1 MW or

#### Duke Energy Carolinas, LLC and Duke Energy Progress, Inc.'s Verified Response to August 23, 2013 Order Requesting Additional Information Docket No. E-100, Sub 137 September 23, 2013

larger. Load data is available the following day, for 30 minute intervals. A copy of Schedule HP is attached.

DEP does not offer a true "real" time pricing option with hour-ahead rates but does offer a schedule with hourly rates that are developed on a day-ahead basis. Under the Large General Service Real Time Pricing Schedule LGS-RTP (attached), the customer pays for customer baseline usage at a standard tariff rate with load above or below that baseline in any hour being charged at marginal rates which are provided to the customer on a day-ahead basis. Prices for each hour of the following day are provided by 4:00 p.m. On Friday, prices are provided for Saturday, Sunday and Monday; company holidays are handled similarly. This schedule is available to customers 1 MW or larger served within the LGS rate class. Hourly rates are also applicable to customers with self-generation that request standby or back-up service when their generation is not operating. A copy of these standby service tariffs is attached: Supplementary and Firm Standby Service Rider SS and Supplementary and Non-firm Standby Service Rider NFS.

#### Real Time Data

DEC offers to provide 30 minute interval load data under the Remote Meter Reading and Usage Data Services Program (copy attached). Customer can receive the data daily (day after) or monthly.

DEP provides 15-minute interval load data under the Meter Related Optional Programs Rider MROP on a voluntary basis to non-residential customer's requesting this service (copy attached). Under Load Profiler Online, the customer can receive meter data daily (day after) or monthly. The data is provided via a secure website.

QUESTION NO. 5

**ATTACHMENTS** 

# DUKE ENERGY CAROLINAS, LLC CUSTOMER INFORMATION DISCLOSURE AUTHORIZATION

#### Customer Consent for Duke Energy Carolinas, LLC to Release Customer Information

Pursuant to its Code of Conduct, approved by the North Carolina Utilities Commission, and adopted by the Public Service Commission of South Carolina, Duke Energy Carolinas, LLC shall not disclose, to any person or company, customer information without the customer's consent, and then only to the extent allowed by the customer.

The following authorizes Duke Energy Carolinas, LLC to disclose customer information as directed by the customer below. I authorize Duke Energy Carolinas, LLC to release the data residing in its files, systems, or databases as submitted below: \_\_\_\_ (Number) Months history as of this date \_\_\_\_\_ Check all that apply: \_\_\_\_ Usage History \_\_\_\_ Billing History Other - Please explain: Duke Energy Carolinas, LLC is authorized to transmit the prescribed data to: Please print: Third Party Entity's Name: Contact name: Phone number: I understand that Duke Energy Carolinas will provide this information to the named third party only once. I agree to release Duke Energy from all legal liability from the disclosure of my data. Please print: Account number: Duke Energy Carolinas Service Address: Note: The Account name and Customer Signature must both match the customer of record for the account. Customer Signature:

Please ensure that the account number, service address (city and state) and account name are clearly shown on the form. All of these items are on the customer's monthly bill.

Please submit all consent forms to the fax or email listed below:

Fax Number: 1-800-640-5991

Email: customer billing histories@duke-energy.com

# DUKE ENERGY PROGRESS, INC. CUSTOMER INFORMATION DISCLOSURE AUTHORIZATION

#### Customer Consent for Duke Energy Progress, Inc. to Release Customer Information

Pursuant to its Code of Conduct, approved by the North Carolina Utilities Commission, and adopted by the Public Service Commission of South Carolina, Duke Energy Progress, Inc. shall not disclose, to any person or company, customer information without the customer's consent, and then only to the extent allowed by the customer.

The following authorizes Duke Energy Progress, Inc. to disclose customer information as directed by the customer below.

I authorize Duke Energy Progress, Inc. to release the data residing below:	g in its files, systems, or databases as submitted
(Number) Months history as of this date	_
Check all that apply: Usage History Billing History Other - Please explain:	
Duke Energy Progress, Inc. is authorized to transmit the prescrib	ed data to:
Please print: Third Party Entity's Name:	
Address:	
I understand that Duke Energy Progress, Inc. will provide this in agree to release Duke Energy Progress, Inc. from all legal liabilit	formation to the named third party only once. I
Please print:	
Account number:	
Account name:  Service Address:	·
Note: The Account name and Customer Signature must both	match the customer of record for the account.
Customer Signature:	Date:
Please ensure that the account number, service address (city and form. All of these items are on the customer's monthly bill.	state) and account name are clearly shown on the
Please submit all consent forms to the fax listed below:	
Fax Number: 1-800-419-5473	

QUESTION NO. 6

**ATTACHMENTS** 

#### LARGE GENERAL SERVICE (REAL TIME PRICING) SCHEDULE LGS-RTP-24

#### <u>AVAILABILITY</u>

This Schedule is available for electric service on an experimental basis 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. During this experiment, 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.

LGS-RTP-24 Sheet 1 of 5

#### 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:

\$88.00

#### 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 =  $\Sigma$ {Hourly RTP Rate X (Hourly Consumption - CBL

Consumption)}

where:

 $\Sigma$  = The summation of the RTP charges and credits for each hour of

the current billing month.

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

Hourly RTP Rate = (MENERGY + CAP + ADDER) X (1 + TAXES)

where:

MENERGY = Marginal Energy Cost per kilowatt-hour including marginal

fuel, variable operating and maintenance expenses, and

delivery losses

LGS-RTP-24 Sheet 2 of 5

CAP = Tiered Capacity Charge per kilowatt-hour applicable whenever the day-ahead forecast of the ratio of hourly available

generation to hourly demand is equal or less than 1.15

ADDER =  $\beta$  X (Class Rate-Hourly Marginal Cost), but not less than

zero

where:

 $\beta$  = 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 Gross Receipts Tax and Regulatory Fee (currently 3.46%)

#### IV. Facilities Demand Charge:

per kW of Facilities Demand for service provided from:

Transmission System (voltage of 69 kV or higher) without transformation
Transmission System (voltage of 69 kV or higher) with one transformation
Distribution System (voltage below 69 kV) without transformation
Distribution System (voltage below 69 kV) with one transformation
\$1.18/kW
\$1.92/kW
Distribution System (voltage below 69 kV) with one transformation
\$3.22/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 and Coal Inventory Rider CI 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 - \$7.28/month Industrial/Public Authority Classification - \$34.32/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

LGS-RTP-24 Sheet 3 of 5

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 \$0.35 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.

LGS-RTP-24 Sheet 4 of 5

#### **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-23
Effective for service rendered on and after June 1, 2013
NCUC Docket No. E-2, Sub 1023

LGS-RTP-24 Sheet 5 of 5

#### SUPPLEMENTARY AND FIRM STANDBY SERVICE RIDER SS-45

#### **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.

RIDER SS-45 Sheet 1 of 3

#### **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 \$0.89/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) \$1.18/kW

Distribution System (voltage below 69 kV) . \$

. \$2.66/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, and Coal Inventory Rider CI during the current billing month. This amount shall be computed on an hourly basis.

#### STANDBY SERVICE RTP HOURLY ENERGY RATE

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

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

where:

MENERGY = Marginal Energy Cost per kilowatt-hour including marginal fuel,

variable operating and maintenance expenses, and delivery losses

CAP = Tiered Capacity Charge per kilowatt-hour applicable whenever the day-ahead forecast of the ratio of hourly available generation to hourly

demand is equal or less than 1.15

ADDER =  $\beta X$  (Class Rate-Hourly Marginal Cost), but not less than zero

where:

 $\beta$  = 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 Gross Receipts Tax and NC Regulatory Fee (currently 3.46%)

#### **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-44, SSSW-1, 7W and 66V Effective for service rendered on and after June 1, 2013 NCUC Docket No. E-2, Sub 1023

RIDER SS-45 Sheet 3 of 3

#### SUPPLEMENTARY AND NON-FIRM STANDBY SERVICE RIDER NFS-3

#### **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.

RIDER NFS-3 Sheet 1 of 4

#### 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, and Coal Inventory Rider Cl during the current billing month. This shall be computed on an hourly basis.

3. Non-Firm Standby Notification Customer Charge:

\$25.00

4. Non-Firm Standby Service Delivery Charge:

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

Transmission System (voltage of 69 kV or higher)

\$0.00265/kWh

· Distribution System (voltage below 69 kV)

\$0.00583/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:

Hourly RTP Rate = (MENERGY + CAP + ADDER) X (1 + TAXES)

where:

MENERGY = Marginal Energy Cost per kilowatt-hour including marginal fuel,

variable operating and maintenance expenses, and delivery losses

CAP = Tiered Capacity Charge per kilowatt-hour applicable whenever the

day-ahead forecast of the ratio of hourly available generation to hourly

demand is equal or less than 1.15

ADDER =  $\beta X$  (Class Rate-Hourly Marginal Cost), but not less than zero

where:

 $\beta$  = a fixed value equal to 0.20

RIDER NFS-3 Sheet 2 of 4

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 Gross Receipts Tax and Regulatory Fee (currently 3.46%)

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 North Carolina gross receipts taxes and the NC 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-1 Effective for service rendered on and after June 1, 2013 NCUC Docket No. E-2, Sub 1023

RIDER NFS-3 Sheet 4 of 4

#### REMOTE METER READING AND USAGE DATA SERVICE (NC)

#### AVAILABILITY (North Carolina only)

Remote meter reading and usage data service are available for establishments receiving service on a Duke Energy Carolinas retail rate schedule. This service is available for purposes including, but not limited to summary billing, customer selected meter reading dates, inaccessible meters, and customer requested usage data.

#### RATE

A. Remote Meter Reading

\$ 25.00 per meter per month

\$ 20.00 per communication line per month

The Company will provide a metering device that will allow remote meter reading. When used for billing purposes, such meters will be read each month at intervals of approximately thirty (30) days. For customers served under this program prior to March 17, 2009 who provide a dedicated telephone line, the communication line charge above will not apply until such time as a meter change is required. When the meter is changed, the Company will provide the communication line at the rate set forth above and the customer may discontinue the dedicated telephone line.

B. Remote Meter Reading and Usage Data Services

The Company will provide a communication line and metering device that will allow remote meter reading, and will provide usage data to the Customer, using internet based technology, or other methods as available and utilized at the Company's discretion, under one of the following options based on frequency of the data provided.

1. Monthly Data

\$45.00 per meter per month for the meter and communication line, plus

\$ 5.00 per month per meter for data

2. Next Business Day Data

\$45.00 per meter per month for the meter and communication line, plus

\$10.00 per month per meter for data

3. Remote Meter Reading and Usage Data Service - Real-Time Data

Monthly Service Payment = Levelized Capital Cost + Expenses

Where:

Levelized Capital Cost is equal to the present value of all estimated capital related cash flows for a period corresponding to the depreciable life of the equipment, adjusted to a pre-tax amount and converted to a uniform monthly payment. The estimated capital cash flows shall include installed cost of equipment, salvage value, contingency allowances, property taxes, adjustment to reflect supporting investment of general plant nature, and income tax impacts.

Expenses shall equal the present value of estimated expenses associated with the support and maintenance of the equipment, adjusted to a pre-tax amount and converted to a uniform monthly payment for a period corresponding to the depreciable life of the equipment. The estimated expenses shall include administrative and general expenses, expenses for labor and materials related to operations and maintenance, third party expenses for operations and maintenance, warranties, insurance, annual costs associated with energy information storage and retrieval, other costs related to the operation and support of the equipment installation and income tax impacts.

The after-tax cost of capital from the Company's most recent general rate case will be used to convert present values to uniform monthly payments.

Charges for remote metering and a communication line will not apply under this program when the Company, at its own option, has determined that remote metering facilities are necessary for the Company's own use. These charges, as well as charges for data if applicable, will not apply under this program when provided under another rate schedule or rider.

#### REMOTE METER READING AND USAGE DATA SERVICE (NC)

#### **PAYMENT**

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

#### CONTRACT

The original term of this contract shall be three (3) years, however, the Company may offer or require an agreement under Option B. 3. with an original term of up to ten (10) years, and all contracts under this program shall continue thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter, by giving at least thirty (30) days previous notice of such termination in writing. In the event of early termination of a contract under this program, the Customer will be required to pay the Company a termination charge which shall be the net present value of monthly charge, less the monthly ongoing costs for the communications, for the remainder of the term of contract. However, if any successor customer has requested service at the premises under this program prior to the effective date of the termination, the termination charge will be waived or reduced based on the contract term of the successor customer.

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

#### AVAILABILITY (North Carolina Only)

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

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

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

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

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

#### TYPE OF SERVICE -

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

Single-phase, 120/240 volts: or

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

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

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

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

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

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

#### **BILL DETERMINATION**

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

Where:

Baseline Charge = \$ amount calculated from CBL

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

Incremental Demand Charge = Incremental Demand kW x 27.8720 ¢ per kW

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

Energy Charge = (a) + (b)

Power Factor Charge = (see Power Factor Adjustment below)

Minimum Bill = (see Minimum Bill below)

Riders = (see Riders below)

#### Where:

- a) = Sum of [(New Load kWh per hour Reduced Load kWh per hour) X Hourly Energy Charge)]
- b) = Net New Load kWh x .5 ¢ per kWh Incentive Margin, but not less than zero.

North Carolina Eighteenth Revised Leaf No. 54 Effective for service on and after September 1, 2013 NCUC Docket No. E-7, Sub 986, Order dated August 20, 2012

Electricity No. 4
North Carolina Eighteenth Revised Leaf No. 54
Superseding North Carolina Seventeenth Revised Leaf No. 54

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

#### **DEFINITIONS**

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

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

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

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

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

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

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

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

#### RATE:

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

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

Incremental Demand Charge: 27.8720 ¢ per kW per month

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

Incentive Margin: .5¢ per kWh which is applied to Net New Load, but shall not be less than zero.

#### RIDERS

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

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

Leaf No. 60 Fuel Cost Adjustment Rider (applicable to Baseline Charge only)

Leaf No. 62 Energy Efficiency Rider

Leaf No. 63 BPM Net Revenues and Non-Firm Point to Point Transmission Revenues Adjustment Rider

Leaf No. 64 Existing DSM Program Costs Adjustment Rider

North Carolina Eighteenth Revised Leaf No. 54 Effective for service on and after September 1, 2013 NCUC Docket No. E-7, Sub 986, Order dated August 20, 2012

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

Leaf No. 77

Coal Inventory Rider

Leaf No. 98

Merger Capacity Mitigation Rider

#### MINIMUM BILL

The monthly bill shall be calculated as specified above under <u>Bill Determination</u>. The Minimum Bill component of the monthly bill is calculated by comparing the sum of the charges listed in 1. below and the charges listed in 2. below. (See exception below.) If the sum of the charges listed in 2. below exceeds the charges listed in 1. below, the Minimum Bill is the difference between the two amounts. Otherwise, the Minimum Bill is zero.

1

- (a) The monthly Demand Charges included in the Baseline Charge
- (b) Standby Charges, if applicable
- (c) Incremental Demand Charges
- (d) Incentive Margin applied to Net New Load

2.

- (a) the total of \$1.92 per kW per month of Baseline Contract Demand
- (b) \$.27872 per month multiplied by the difference between Contract Demand and Baseline Contract Demand.

#### Exception:

However, for customers under contract for this Schedule as of February 1, 2012, the Minimum Bill shall continue to be computed on an annual basis until expiration of the contract, and will be calculated by comparing the sum of the charges listed in 1. above and the charges listed in (a) and (b) below. If the sum of the charges listed in (a) and (b) below exceeds the sum over the contract year of the monthly amounts listed in 1. above, the Minimum Bill is the difference between the two amounts. Otherwise, the Minimum Bill is zero.

- (a) \$23.04 per kW per year of Baseline Contract Demand
- (b) \$ 3.34 multiplied by the difference between Contract Demand and Baseline Contract Demand.

Thereafter, the Minimum Bill shall be calculated and billed on a monthly basis as specified above.

#### DETERMINATION OF PRICING PERIODS

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

#### **ENERGY PRICE DETERMINATION**

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

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

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

#### PROVISION FOR CUSTOMERS SERVED UNDER RIDER IS

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

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

#### PROVISION FOR CUSTOMERS SERVED UNDER RIDER PS

For customers served under PowerShare, Rider PS, the Maximum Curtailable Demand shall be the same as that contracted for during the baseline period and the PowerShare Firm Demand must be at least 200 kW less than the Customer Baseline (CBL). Further, the calculation of the Effective Curtailable Demand (ECD) each month will exclude all energy consumed above the CBL. The PowerShare Curtailed Energy Credit will apply to only the load curtailed between the Firm Demand and the smaller of the Forecasted Demand and the CBL, provided the Forecasted Demand is greater than the Firm Demand. The Hourly Energy Charge and Hourly Rationing Charge will not apply to HP Reduced Load above the PowerShare Firm Demand during a Curtailment Period.

#### **POWER FACTOR ADJUSTMENT**

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

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

#### Where:

Hourly Load Correction Amount = Hourly Load Correction kWh X Hourly Price Hourly Load Correction kWh = [total hourly kWh X (.85 ÷ hourly power factor)] - total hourly kWh

#### **EXTRA FACILITIES CHARGE**

A monthly "Extra Facilities Charge" equal to 1.7% of the installed cost of extra facilities necessary for service under Schedule HP, but not less than \$25, shall be billed to the Customer in addition to the bill under Schedule HP described under Bill Determination and any applicable Extra Facilities Charge included in the Baseline Charge.

#### MODIFICATIONS OF THE CBL

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

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

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

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

#### **PAYMENT**

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

#### **CONTRACT PERIOD**

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

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

\$50.00

#### METER-RELATED OPTIONAL PROGRAMS RIDER MROP-8

#### **AVAILABILITY**

These programs are available upon request and on a voluntary basis to those customers as described below, subject to the availability of appropriate metering and meter-related equipment.

#### I. TOTALMETER PROGRAM

Metering equipment to allow remote automated meter reading by Company will be provided upon execution of an application for TotalMeter. The application describes the conditions of service, states all charges, and provides for a termination charge should the TotalMeter option be discontinued prior to 24 consecutive months of service. Customer receiving the TotalMeter option may select a desired meter-reading day. Monthly rates and other charges related to the TotalMeter are as follows:

#### Monthly Rate for TotalMeter

Option 1: Customer-supplied suitable telephone communications line <sup>1</sup>	\$ 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

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.

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<sup>&</sup>lt;sup>1</sup> Option 1 is not available to new applicants on and after October 1, 2013. Existing participants may continue under this option until such time that the metering equipment requires replacement.

#### 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

\$18.75

\$95.70

The following fees apply when the non-standard meter will not be remotely read:

Meter Set-up Fee
Meter Exchange Fee

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-7 Effective on and after October 1, 2013 NCUC Docket No. E-2, Sub 834

RIDER MROP-8 Sheet 2 of 2

#### VERIFICATION

STATE OF NORTH CAROLINA	)
COUNTY OF MECKLENBERG	)

Barbara G. Yarbrough, being first being duly sworn, deposes and says:

That as Rates Director – Regulatory Affairs, she has read the foregoing Verified Responses of Duke Energy Carolinas, LLC and Duke Energy Progress, Inc. to the August 23, 2013 Order Requesting Additional Information and Declining to Initiate Rulemaking and knows the contents thereof; and that the same is true of her own knowledge.

Dated this, the **20** day of September, 2013.

Barbara G. Yarbrough

Subscribed and sworn to me this 20 day of year, 2013.

Notary Pablic

My Commission Expires: Och. 31,2015

