#### I. APPLICABILITY

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

### II. 30-DAY RATE

- A. Basic Customer Charge
  Basic Customer Charge \$187.08 per billing month
- B. Plus Contract Demand Charge
  - 1. Primary Service
    All kW of Contract Demand @ \$1.691 per kW
  - 2. Secondary Service
    All kW of Contract Demand
    @ \$2.257 per kW
- C. Plus Summer/Winter Firm Demand Charge
  All kW of Summer/Winter Firm Demand @ \$5.249 per kW
- D. Plus Energy Charge
  All kWh

  @ 6.3132¢ per kWh
- E. The energy charges in this schedule contain a base fuel cost of 2.2909 cents per kilowatt-hour.
- F. The energy charges in II.D. above, shall be increased or decreased by any applicable Riders.
- G. The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A., B., and C., above. The minimum charge shall be increased or decreased by any applicable Riders.

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Filed 10-15-24 Electric-North Carolina

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### III. LATE PAYMENT CHARGE

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

### IV. DETERMINATION OF PEAK DEMAND AND CONTRACT DEMAND

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

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

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

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

### V. NOTIFICATION AND CURTAILMENT PROVISIONS

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

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

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Filed 10-15-24 Electric-North Carolina

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### V. NOTIFICATION AND CURTAILMENT PROVISIONS (Continued)

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

### VI. DETERMINATION OF SUMMER/WINTER FIRM DEMAND

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

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Filed 10-15-24 Electric-North Carolina

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#### VII. BILLING FOR FAILURE TO CURTAIL

The Company shall determine the highest average kW measured in any 30-minute interval of each curtailment period. For each curtailment period during the Summer, the Customer shall be billed \$31.49 times any demand in excess of the Summer Firm Demand. For each curtailment period during the Winter, the Customer shall be billed \$31.49 times any demand in excess of the Winter Firm Demand. Each season the Customer may request by letter that one period of Company requested curtailment be ignored in the determination of curtailment compliance. Such request shall be made within 10 days of the billing date for the billing month during which the specific Company requested curtailment was made.

### VIII. METER READING AND BILLING

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

#### IX. SERVICE AVAILABLE

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

### X. PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

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

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

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Filed 10-15-24 Electric-North Carolina

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

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

### XI. TERM OF CONTRACT

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

Filed 10-15-24 Electric-North Carolina