

SCHEDULE MP (NC)
 MULTIPLE PREMISES SERVICE
 (Pilot)

AVAILABILITY

This schedule is closed and not available to customers or locations not served on this Schedule prior to January 1, 2008 and shall remain in effect for customers under continually effective agreements for this Schedule made prior to January 1, 2008.

Available, at the Company’s option, to up to twenty business entities on the Duke system for service to two or more non-contiguous premises, located entirely within the state of North Carolina, provided that the total of the contract demands for all premises served under this schedule is at least 5000 KW, and provided that each delivery point has a minimum contract demand of 30 KW. A business entity is defined as a single corporation, partnership, or individual owner. This schedule is not available for individual franchise units of a business, nor for subsidiaries operating as a separate corporation or partnership. The Company will make the final determination as to what constitutes a business entity and applicable premises to be served under this schedule.

Service under this schedule is not available when multiple delivery points exist on contiguous premises unless such multiple delivery points are combined under the Extra Facilities provision of the Company’s Service Regulations. For the purposes of this rate, premise is defined as the land and buildings or other facilities on it that require the use of electricity. The customer will not be required to include a delivery point with other services provided to the premises, if the service has a contract demand of less than 30 KW. Service to such delivery points will be served under another applicable schedule.

This Schedule is not available to establishments that would otherwise qualify for a residential service schedule. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power, except at the option of the Company, or for service in conjunction with Rider NM or Rider SCG, 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, 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, or is prevented from furnishing the power by its failure to secure and retain such rights of way, rights, privileges, franchises, and permits.

TYPE OF SERVICE

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

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

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

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

RATE:

I.	Basic Facilities Charge per month	\$36.51	
II. Demand Charge			
		Summer Months	Winter Months
		<u>June 1 – September 30</u>	<u>October 1 – May 31</u>
A.	On-Peak Demand Charge		
	Transmission Level Billing Demand	\$ 11.3740 per KW	\$6.3732 per KW
	Distribution Level Billing Demand	\$ 12.3140 per KW	\$7.3132 per KW
B.	Excess Demand Charge	<u>All Months</u>	
	Each KW of the Excess Demand	\$.9682 per KW	

RATE: (continued)

III.	Energy Charge	<u>All Months</u>
	Transmission	
	A. On-Peak energy per month	5.5566 cents per kWh
	B. Off-Peak energy per month	3.5494 cents per kWh
	Distribution	
	A. On-Peak energy per month	5.5566 cents per kWh
	B. Off-Peak energy per month	3.5494 cents per kWh

DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

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

DETERMINATION OF BILLING DEMAND

- A. The On-Peak Billing Demand each month shall be the largest of the following:
1. The 30-minute integrated demand which is coincident with maximum 30-minute integrated demand for all customer premises served under this schedule.
 2. Fifty percent (50%) of the Premises Contract Demand
 3. 30 KW
- Transmission Level Billing Demand applies to a delivery point served from the Company’s 44 KV system or above, provided that the delivery voltage is a minimum of 4 KV for initial permanent service to a premise after January 1, 1997. Distribution Level Billing Demand applies to all other premises served under this schedule.

When the 30-minute integrated demand which is coincident with maximum 30-minute integrated demand for all customer premises served under this schedule cannot be determined due to either commencement of service at a premise after the beginning of the billing period, or cessation of service at a premises prior to the end of the normal billing period, then the highest 30-minute integrated demand for the premise during the on-peak period served for that month will be used in (A.1) above.

- B. Excess Demand
- To determine the Excess Demand, the maximum integrated thirty-minute demand for the month for which the bill is rendered shall be compared to the On-Peak Billing Demand as determined in (A.) above. The difference shall be the Excess Demand for billing purposes.

BILLING PROCEDURES

The Company will calculate a separate charge for each premises served under this schedule. Each premises will be billed a Basic Facilities Charge, Demand Charge, Energy Charge, and if applicable, Extra Facilities Charges, and Remote Metering Charges. Any applicable sales tax or other fee assessed by or remitted to a state or local governmental authority will be added to the charge for each premises. The total of the bills calculated for each premises will be provided to the Customer.

CONTRACT DEMAND

The Company will require contracts for each premises to specify a Premises Contract Demand. The Premises Contract Demand shall be the maximum demand to be delivered to each premises under normal conditions. The sum of the Premises Contract Demands for each premises served under this schedule shall be known as the Total Multiple Premises Contract Demand and shall not be less than 5000 KW.

METERING AND OTHER EQUIPMENT

Service supplied under this schedule will be metered through a metering system capable of measuring electrical demand and energy at all hours each day. For billing purposes, demand and energy will be determined from electronic pulse data, in lieu of readings taken from a standard meter.

If an individual premises to be served has a contract demand of 5000 KW or greater, no additional metering charges are applicable; however, if the contract demand is less than 5000 KW, remote metering charges in accordance with the Company's Remote Meter Reading and Usage Data Service will apply.

The Company shall have the right to install special metering and load research devices on the Customer's equipment, and the right to use the Customer's telephone line for communication with the Company's and the Customer's equipment.

APPROVED FUEL CHARGE ADJUSTMENTS

The Company's approved fuel charge adjustments, if any, pursuant to North Carolina General Statute 62-133.2, will apply to all service supplied under this Schedule. The currently approved adjustments are included in the Rate above.

ENERGY EFFICIENCY ADJUSTMENT RIDER

The Company's Energy Efficiency Adjustment Rider is applicable to all service supplied under this schedule and is included in the energy charges of the Rate unless customer has opted out of the Rider in accordance with the provisions of North Carolina General Statute 62-133.9 and North Carolina Utilities Commission's Rule R8-69. In the case of opt out, the energy charges under this rate schedule will be reduced by the cents per kilowatt hour factor shown on the currently effective Energy Efficiency Adjustment Rider.

DEFINITION OF "MONTH"

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

Summer hours and rates are applicable for service from June 1 through September 30. Winter hours and rates are applicable for service from October 1 through May 31.

MINIMUM BILL

The minimum bill shall be the bill for each premises calculated on the rate above.

POWER FACTOR CORRECTION

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

PAYMENT

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

CONTRACT PERIOD

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

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.