

# REGULATORY INFORMATION DISTRIBUTION SYSTEM (RIDS)

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 FACIL: 50-400 Shearon Harris Nuclear Power Plant, Unit 1, Carolina    05000400  
 AUTH. NAME    AUTHOR AFFILIATION  
 MCDUFFIE, M.A.    Carolina Power & Light Co.  
 RECIP. NAME    RECIPIENT AFFILIATION  
 TOALSTON, A.L.    Division of Engineering

SUBJECT: Forwards addl info requested for antitrust review in  
 connection w/OL application. Info prepared per Reg Guide 9.3.  
 Response to Reg Guide 9.3 also filed on behalf of North  
 Carolina Eastern Municipal Power Agency.

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 TITLE: Antitrust Info Re Reg Guide 9.3

## NOTES:

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	REG FILE	04	1	1					
EXTERNAL:	LPDR	03	1	1		NRC PDR	02	1	1
	NSIC	05	1	1		NTIS		1	1

The following information was obtained from the records of the  
 Department of the Interior, Bureau of Land Management, at  
 Washington, D. C., on the 10th day of May, 1964.  
 The records show that the following land was acquired by the  
 United States Government for the purpose of establishing a  
 National Monument.

The land is situated in the County of [County Name], State of [State Name], and is  
 approximately [Area] acres in extent. The land is owned by [Owner Name] and is  
 being acquired for the purpose of establishing a National Monument.

The land is being acquired for the purpose of establishing a National Monument  
 and is being acquired for the purpose of establishing a National Monument.

Section	Range	County	State	Acres	Owner
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2	2	2	2	2	2
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Carolina Power & Light Company

FEB 16 1984

SERIAL: NLS-84-049

Mr. Argil L. Toalston, Chief  
Antitrust & Economic Analysis Branch  
Division of Engineering  
U.S. Nuclear Regulatory Commission  
Washington, DC 20555

SHEARON HARRIS NUCLEAR POWER PLANT  
UNIT NO. 1 - DOCKET NO. 50-400  
ANTITRUST REVIEW - OPERATING LICENSE STAGE

REFERENCE: 1) January 19, 1983 Letter/A. L. Toalston to J. A. Jones  
2) September 3, 1981 Letter/J. A. Jones to H. R. Denton

Dear Mr. Toalston:

Carolina Power & Light Company (CP&L) hereby submits one (1) original and twenty (20) copies of the additional information requested (Reference 1) for the antitrust review in connection with the operating license application for the Shearon Harris Nuclear Power Plant. This information was prepared in accordance with Regulatory Guide 9.3.

Along with CP&L's response to Regulatory Guide 9.3 (Attachment I), CP&L also files on behalf of North Carolina Eastern Municipal Power Agency its response to Regulatory Guide 9.3 (Attachment II).

This submittal completes CP&L's input of information for the antitrust review and supplements the information previously transmitted (Reference 2).

Should you have any questions, please contact Mr. Pedro Salas (919) 836-8015.

Yours very truly,

M. A. McDuffie  
Senior Vice President  
Nuclear Generation

PS/ccc (9425PSA)

Attachment: CP&L Response to RG 9.3  
NCEMPA Response to RG 9.3  
Resale Rate Schedules  
CP&L System Map

cc: Mr. B. C. Buckley (NRC)  
Mr. G. F. Maxwell (NRC-SHNPP)  
Mr. J. P. O'Reilly (NRC-RII)

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PDR ADDCK 05000400  
M PDR

411 Fayetteville Street • P. O. Box 1551 • Raleigh, N. C. 27602

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ATTACHMENT I

CAROLINA POWER & LIGHT COMPANY  
RESPONSE TO REGULATORY GUIDE 9.3

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1.a)

Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

Response: Since issuance of the construction permit, CP&L has reduced its forecasts of future load growth and has cancelled plans to construct certain generating units and delayed the projected in-service dates for other future units. Currently, the Company does not anticipate any material excess or shortage in generating capacity resources. CP&L continuously studies conditions which affect the electric energy usage and demand requirements of its customers and periodically revises its energy and load forecasts to reflect changing conditions. The construction schedule for new generating units is also periodically revised to accommodate the forecasted load growth.

Changed customer usage patterns, changing economic conditions, and implementation of an intensified Conservation and Load Management Program have resulted in a reduction in the forecasted growth in peak demand. This lower projected load growth has caused the Company to alter its construction schedule to match future resources with the forecasted load. Changes in the construction schedule have affected the Harris Plant.

At the time the Construction Permit was issued, Harris Unit Nos. 1, 2, 3, and 4 were scheduled for commercial operation in 1984, 1986, 1990, and 1988, respectively. In December 1981, plans to construct Harris Unit Nos. 3 and 4 were cancelled, in part as a result of the adoption of an intensified Conservation and Load Management Program. The goal of the Conservation and Load Management Program is to reduce the forecasted 1995 peak demand by 1750 MW below what it would otherwise be. Since issuance of the construction permit, revised load forecasts resulted in several postponements of the projected in-service dates for Harris Unit Nos. 1 and 2. Currently, Harris Unit No. 1 is scheduled for commercial operation in 1986. CP&L's Board of Directors approved the cancellation of Unit 2 on December 21, 1983. Several factors contributed to the cancellation decision, including cost escalations due to inflation and changes in regulatory requirements coupled with uncertainty regarding future regulatory changes, the success of CP&L's CLM program, and the Company's ability to advance construction of Mayo Unit No. 2, a planned coal-fired unit.

1.b)

New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the license was, is, or will be a participant.

Response: CP&L received the construction permit for the Harris Plant from the NRC in January 1978. At that time, the Company was a member of the Virginia-Carolinas subregion (VACAR) of the Southeastern Electric Reliability Council (SERC) which is one of the nine councils of the North American Electric Reliability Council (NERC). There are seven utilities which make up VACAR, including CP&L, Duke Power Company, South Carolina Electric & Gas Company, South Carolina Public Service Authority, Southeastern Power Administration, Virginia Electric & Power Company, and Yadkin, Inc.

The Company is still a member of VACAR and SERC. There have been no significant changes in the objectives of these organizations since the Company was granted the Harris Plant construction permit.

1.c)

Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

Response (1): In the final Environmental Report (ER) submitted to the NRC, the Company states that all references to 500 kV transmission facilities shown in the plant's initial documents should be deleted. This deletion can be found in Volume 3, page 10.9-1 of that document. Subsequent to the cancellation of Unit No. 2, the Company has cancelled plans to construct the Harris-Erwin South 230 kV line. Currently, the Company plans to add two additional 230 kV transmission lines.

Response (2): The following is a listing of changes in interconnections between January 1978 and July 1983:

- Established a new 230 kV interconnection with Duke Power Company near Brevard, N. C.
- Removed Method - Durham 115 kV interconnection with Duke Power Company near Durham, N. C.
- Strengthened tie with Appalachian Power Company by constructing Cane River 115/138 kV Substation.
- Increased the voltage of the interconnection with Vepco at Farmville, N. C. from 115 kV to 230 kV. This 230 kV interconnection at Farmville and another 230 kV interconnection near Chocowinity, NC were later eliminated and replaced with a tie with VEPCO at a 230 kV substation in Greenville, NC.
- Increased capacity of 115 kV interconnection with ALCOA at Badin, N. C.
- Increased capacity of 115 kV interconnection with TVA at Walters.
- Changed the routing of the Halifax 230 kV tie with Vepco from the Roxboro Plant 230 kV switchyard to the Person 500/230 kV Substation.



Response (3): Carolina Power & Light provides service to its resale customers through various points of delivery. Service to those customers requesting transmission service to specific points of delivery is normally provided without the Company having to make major alterations in its transmission system. The attached list provides information on those resale customer connections added from the time the Company received the Harris Construction Permit in January 1978 through July 1983.

CAROLINA POWER & LIGHT COMPANY

POINTS OF DELIVERY ADDED FOR RESALE CUSTOMERS  
(JANUARY 1978 TO JULY 1983)

ELECTRIC MEMBERSHIP CORPORATIONS

Carteret-Graven EMC  
Central EMC  
Four County EMC  
Lumbee River EMC  
Lumbee River EMC  
Lumbee River EMC  
Pitt & Greene EMC  
South River EMC  
Tri-County EMC  
Tri-County EMC  
Wake EMC

POINT OF DELIVERY  
NAME & DELIVERY VOLTAGE

Cherry Point 115 kV  
Siler City 115 kV  
Powell 230 kV  
Hog Swamp 115 kV  
Raeford 115 kV  
West Lumberton 115 kV  
Arba 115 kV  
Wade 115 kV  
Falling Creek 115 kV  
Genoa 115 kV  
Rolesville 69 kV

MUNICIPALITIES

Town of Ayden  
City of Lumberton #2

Date Added

May 24, 1980  
June 1, 1981

NCEMPA

Greenville Utilities Commission  
Town of Wake Forest #2  
City of Wilson #4

Date Added

December 10, 1982  
April 21, 1982  
June 24, 1983

- 1.d) Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

Response: In response to an expression of interest by North Carolina Eastern Municipal Power Agency (NCEMPA) in acquiring ownership interests in certain of CP&L's generating capacity and upon completion of extensive negotiations between CP&L and NCEMPA, CP&L entered into an agreement in 1981 for the sale of an undivided ownership interest in the Harris Plant to NCEMPA. NCEMPA consists of thirty-two (32) participating municipal utilities. Of these thirty-two municipal utilities, eleven are former full requirements customers of Virginia Electric & Power Company. A listing of these participants is provided in the response to 1.f(1).

The Company submitted a request for a construction permit amendment to the NRC in a letter and transmittal package on September 3, 1981 to reflect the addition of a co-owner. The issuance of the Construction Permit Amendment was received by CP&L from the NRC in a transmittal letter dated November 3, 1981. Further details on the ownership agreement are contained in the amended application and related documents.

1.e)

Changes in design, provisions, or conditions of rate schedules and reasons for such changes.

Response: In 1977, under FERC Docket No. ER77-485, Carolina Power & Light Company (CP&L) filed, as in prior rate increase filings, a single rate tariff that was applicable to all resale customers. As a result of a settlement with all parties, the one tariff was divided into two tariffs; one applicable to Electric Membership Corporations (EMC) and the other applicable to municipal and private distribution utilities. In developing the two rate tariffs, the Company deleted previous provisions in both rate tariffs that required a 60,000 KW minimum billing demand for totalization of points of delivery served at 115 KV or higher. Also, the Company deleted the 95% billing demand ratchet that had been incorporated in previous rate tariffs. The effective period of the rates in Docket No. ER77-485 was from December 29, 1977 to August 18, 1980.

In 1980, under FERC Docket No. ER80-344, the Company initially filed two separate tariffs; one applicable to EMCs and the other applicable to municipal and private distribution utilities. As a result of a settlement, the two filed rate tariffs were divided into three rate tariffs. One applicable to EMCs, another applicable to full requirements municipal and private distribution utilities, and the third one applicable to partial requirements resale customers. These rates were effective from August 18, 1980 to January 12, 1982.

In 1981, under FERC Docket No. ER81-538, the Company filed three rate tariffs; one applicable to EMCs, another applicable to municipal and private distribution utilities, and the third one applicable to partial requirements resale customers. The settlement tariff for partial requirements incorporated an 80% minimum billing demand whereas the other two tariffs had no provision for minimum billing demand. The settlement rates were effective from January 12, 1982 to January 1, 1983.

In 1983, under FERC Docket No. ER 83-765, the Company filed three rate tariffs; one applicable to EMCs, another applicable to municipal and private distribution utilities, and the third one applicable to partial requirements resale customers. A tentative settlement of the demand ratchet provisions of the partial requirements tariff incorporated an 85% minimum billing demand whereas the other two tariffs have no provision for minimum billing demand. The Phase I rates are effective from November 27, 1983 to April 27, 1984, and the Phase II rates are to become effective on April 17, 1984; however, all tariffs are subject to refund pending final disposition of this Docket.



1.f(1) List of all new wholesale customers.

Response: Carolina Power & Light Company currently provides service to eighteen (18) Electric Membership Corporations, three (3) Full Requirements Municipal Utilities, one (1) Partial Requirement Municipal Utility, one (1) Private Distribution Utility, and the North Carolina Eastern Municipal Power Agency (NCEMPA) consisting of thirty-two (32) participating municipal utilities. Of these thirty-two municipal utilities, eleven are former full requirements customers of Virginia Electric & Power Company. The participants in NCEMPA have purchased undivided ownership interests in varying percentages in some of Carolina Power & Light Company's generating facilities. Since 1978, Carolina Power & Light Company has added only one new wholesale customer from within its service area, that being the Town of Ayden which now is a participant in NCEMPA. Attached is a list of Carolina Power & Light Company's present wholesale customers.

Full Requirements Electric Membership Corporations (EMC)

Brunswick EMC	Lumbee River EMC
Carteret-Craven EMC	Pee Dee EMC
Central EMC	Piedmont EMC
Four County EMC	Pitt & Greene EMC
French Broad EMC	Randolph EMC
Halifax EMC	South River EMC
Harkers Island EMC	Tideland EMC
Haywood EMC	Tri-County EMC
Jones-Onslow EMC	Wake EMC

Full Requirements Municipal Utilities

City of Bennettsville, S. C.  
City of Camden, S. C.  
Town of Waynesville, N. C.

Partial Requirements Municipal Utility

City of Fayetteville, N. C.

Private Distribution Utility

Laurel Hill Electric Company

North Carolina Eastern Municipal Power Agency Participants

Town of Apex	City of Laurinburg
Town of Ayden	Town of Louisburg
*Town of Belhaven	City of Lumberton
Town of Benson	City of New Bern
Town of Clayton	Town of Pikeville
*Town of Edenton	Town of Red Springs
*City of Elizabeth City	*Town of Robersonville
Town of Farmville	City of Rocky Mount
Town of Fremont	*Town of Scotland Neck
*City of Greenville	Town of Selma
*Town of Hamilton	Town of Smithfield
*Town of Hertford	City of Southport
*Town of Hobgood	*Town of Tarboro
Town of Hookerton	Town of Wake Forest
City of Kinston	*City of Washington
Town of La Grange	City of Wilson

\* Former full requirements customers of Virginia Electric & Power Company.

1.f.(2) List of all transfers from one rate schedule to another.

Response: In 1977, under FERC Docket No. ER77-485, Carolina Power & Light Company initially filed a single rate tariff that was applicable to all resale customers. As a result of a settlement with all parties, the one tariff was divided into two tariffs; one applicable to Electric Membership Corporations (EMC) and the other applicable to municipal and private distribution utilities. Through a process of reaching a settlement the following Resale Service Schedules were filed: RS-12, RS-12A (superseded RS-12), RS-12B and RS-12C (superseded RS-12A), and RS-12D and RS-12E (superseded RS-12B and RS-12C). Attached are copies of Resale Rate Schedules RS-12, RS-12A (both applicable to all resale customers), RS-12B (applicable to EMC), RS-12C (applicable to municipal and private electric distribution utilities), RS-12D (applicable to EMC), and RS-12E (applicable to municipal and private electric distribution utilities) which were all a part of the FERC Docket No. ER77-485. These electric tariffs were effective for part or all of the period from December 29, 1977 to August 18, 1980.

In 1980, under FERC Docket No. ER80-344, the Company initially filed two separate tariffs; one applicable to EMCs and the other applicable to municipal and private distribution utilities. As a result of a settlement, the Company filed with the Commission three electric tariffs. One applicable to EMCs, another applicable to full requirements municipal and private distribution utilities, and the third one applicable to partial requirements resale customers. Attached are Resale Service Schedules RS-13, RS-13A (both applicable to EMCs), RS-14, RS-14A (both applicable to municipal and private distribution utilities), and RS-14B (applicable to partial requirements resale customers) which were all a part of the FERC Docket No. ER80-344. These tariffs were effective from August 18, 1980 to January 12, 1982.





1.f.(3) List of all changes in licensee's service area.

Response: The general service area of Carolina Power & Light Company has not changed since 1952. Attached is a system map on which is shown the general service area of the Company.

1.f.(4) List of all licensee's acquisitions or mergers.

Response: On April 18, 1978 the North Carolina Utilities Commission (NCUC) approved in Docket No. E-2, Sub 325, the purchase by Carolina Power & Light Company (CP&L) of Domestic Electric Company which owned an electric distribution system serving an area in and around Rocky Mount, North Carolina. In the same Docket, the NCUC approved the exchange and reassignment of customers between CP&L and the City of Rocky Mount. Former Domestic Electric customers inside the City were reassigned to Rocky Mount in exchange for City customers located outside the City limits of Rocky Mount.

On October 19, 1982 the NCUC approved in Docket No. E-2, Sub 424, the purchase by CP&L of the electric distribution system owned by Pinehurst, Inc., which provided service in the Pinehurst, North Carolina area.

1.g)

List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

Response: The following is a listing of the current generation additions schedule for CP&L, which includes the Harris unit . This schedule reflects only those generating unit additions for which the Company has made commitments to construct. Based on the Company's long-range load forecast, other generating units will be needed in addition to those listed; however, CP&L has made no commitment to a particular unit site, type, size, or in-service date.

<u>UNIT</u>	<u>IN-SERVICE DATE</u>	<u>DESIGN TARGET RATING</u>	<u>OWNERSHIP</u>
Harris No. 1	1986	900 MW	754.5 MW CP&L 145.5 MW NCEMPA
Mayo No. 2	1991	720 MW	603.6 MW CP&L 116.4 MW NCEMPA

1.h)

Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

Response: CP&L has begun discussions with the North Carolina Electric Membership Cooperatives and the City of Fayetteville to explore the possible sale to them of certain ownership interests in some of the Company's generating plants and, in the case of the Cooperatives, in transmission facilities also.



2. Licensees whose construction permits include conditions pertaining to antitrust aspects should list and discuss those actions or policies which have been implemented with such conditions.

Response:

The following is a listing of all commitments contained in the construction permit for the Shearon Harris Nuclear Power Plant, along with a statement of CP&L's actions to comply with each commitment.

Commitment No. 1:

Applicant recognizes that it is generally in the public interest for electric utilities to interconnect, coordinate reserves, and engage in bulk power supply transactions, in order to increase electric system reliability and reduce the costs of electric power. Bulk power supply arrangements should be such as to provide benefits, on balance, each to applicant and to other participant(s), respectively. The benefits to participants in such arrangements need not be equal and the benefits realized by a small system may be proportionately greater than those realized by a larger system. In implementing the commitments which it makes in the succeeding paragraphs, applicant will act in accordance with the foregoing principles.

Response:

CP&L recognizes that it is generally in the public interest for electric utilities to interconnect, coordinate reserves, and engage in bulk power supply transactions in order to increase electric system reliability and reduce the cost of electric power. Therefore, CP&L maintains 34 interconnections with surrounding utilities and is a member of the Virginia Carolinas Reliability Group (VACAR), which in addition to CP&L includes Duke Power Company, South Carolina Electric & Gas Company, South Carolina Public Service Authority, Southeastern Power Administration, Virginia Electric & Power Company, and Yadkin Inc. Member companies of VACAR coordinate to maintain adequate spinning reserves throughout the group and have standard agreements for the interchange of spinning reserve capacity and energy. VACAR companies also have standard agreements for the direct and third-party interchange of the following types of energy transactions: Emergency, Short-Term, Limited-Term, and Economy. CP&L also has similar agreements for the interchange of power with other neighboring utilities, such as Appalachian Power Company and the Tennessee Valley Authority. In addition to the interchange agreements with neighboring utilities, CP&L has a standard transfer agreement with Duke Power Company, which allows the transfer of energy between the eastern and western portions of CP&L's service areas, over Duke transmission facilities.



Commitment No. 2:

Applicant will interconnect with and coordinate reserves by means of the sale and exchange of emergency bulk power with any entity or entities in its service area engaging in or proposing to engage in electric bulk power supply on terms that will provide for applicant's costs (including a reasonable return) in connection therewith; and allow the other participant(s), as well as applicant, full access on a proportionate basis to the benefits of reserve coordination. ("Proportionate basis" refers to the equalized percentage of reserves concept rather than the largest single-unit concept, unless all participants otherwise agree.)

Response:

CP&L is currently interconnected with and can exchange emergency power with other entities located within its service area which are engaged in bulk power generation. These entities include SEPA preference customers, the City of Fayetteville, and a number of small cogenerators.

Commitment No. 3:

Applicant will purchase from or sell "bulk power" to any other entity in its service area engaging in or proposing to engage in the generation of electric power in bulk at the seller's cost (including a reasonable return) whenever such transactions would serve to reduce the overall costs of new bulk power supply, each, for itself and other participant(s) to the transaction, respectively. ("Costs" refers to costs of bulk power supply determined in accordance with the seller's normal practices, without regard to the purchaser's intended use of the power or the status of the purchaser.) This paragraph refers specifically to the opportunity to coordinate in the planning of new generation, transmission and associated facilities. If applicant questions the desirability of a proposed transaction on the ground that it would not reduce its overall bulk power costs, it will make available upon request to the entity proposing the transaction such information as is relevant and reasonably necessary to establish its bulk power costs.

Response:

Carolina Power & Light Company (CP&L) has always strived to conduct transactions for the purchase and sale of bulk power that would serve to reduce the overall costs of bulk power supply. This is evidenced by CP&L's efforts in negotiating and reaching agreements with the North Carolina Eastern Municipal Power Agency (NCEMPA) for (a) the purchase by NCEMPA of an undivided ownership interests in several of CP&L's generating facilities, (b) the fueling of these generating facilities, and (c) the provision for the transmission of supplemental service to NCEMPA. These agreements became effective on April 22, 1982. The benefits of this sale will be realized by the Participants of NCEMPA as well as customers of CP&L.

Under the requirements of PURPA, CP&L has negotiated with several customers and private developers for the purchase of power derived from cogeneration and small hydro power production. CP&L has developed rates for the purchase of such power and presently have several customers under contract.

Commitment No. 4

Applicant will facilitate the exchange of bulk power by transmission over its system between or among two or more entities with which it is interconnected on terms which will fully compensate it for the service performed, to the extent that such arrangements reasonably can be accommodated from a functional and technical standpoint.

Response:

CP&L currently has agreements with the VACAR companies to transfer power through its system as a third-party in power interchange transactions between neighboring utilities, insofar as it does not jeopardize the integrity of the CP&L system. Also, CP&L transfers the power produced by generation capacity owned by NCEMPA to NCEMPA member cities.

Commitment No. 5:

Applicant will sell power in bulk to any entity in the aforesaid area now engaging in or proposing to engage in the retail distribution of electric power.

Response:

Carolina Power & Light Company will negotiate with any entity for the purchase of bulk power from CP&L for the purpose of engaging in the retail distribution of power so long as the sale of bulk power by CP&L does not adversely impact service to its other service area customers. CP&L in the past has negotiated such sale of power. The Town of Ayden approached CP&L and contracted for the purchase of bulk power for the period from May 19, 1980 to April 21, 1982, at which time Ayden became a participant of the North Carolina Municipal Power Agency. Prior to May 19, 1982, the Town of Ayden received electric service from the City of Greenville which was a full requirements customer of Virginia Electric & Power Company.

CP&L currently sells bulk power to 18 electric membership cooperatives for retail distribution, one private utility and 4 municipal utilities, which are not members of NCEMPA. CP&L is currently engaged in discussions with the cooperatives concerning the possible sale to them of ownership interests in certain of CP&L's generating and transmission facilities. CP&L is also discussing with the City of Fayetteville the possible sale to the City of ownership interests in certain of CP&L's generating facilities.



Commitment No. 6:

The implementation of these numbered paragraphs shall be in all respects on reasonable terms and conditions as consistent with the Federal Power Act and all other lawful regulation and authority, and shall be subject to engineering and technical feasibility for applicant's system. Applicant will negotiate (including the execution of a contingent statement of intent) with respect to the foregoing commitments with any entity in its service area engaging in or proposing to engage in bulk power supply transactions, but applicant shall not be required to enter into any final arrangements prior to resolution of any substantial questions as to the lawful authority of an entity to engage in the transactions.

Response:

All transactions or commitments as described in response to Commitment Nos. 1-5 above have been made in good faith and with the intent of complying with all applicable laws and regulations.



Commitment No. 7:

In contracts between applicant and its wholesale customers, applicant will not attempt to restrict such customers from electrically connecting with other sources of power if reasonable written notice to applicant has been made and agreement reached by the parties on such measures or conditions, if any, as may be required for the protection and reliability of both systems.

Response:

Carolina Power & Light Company's General Terms and Conditions for Resale Electric Power Service allows the resale customer to receive service from other sources of power as long as reasonable written notice has been given to CP&L and agreement by both parties has been reached. The Power Coordination Agreement between CP&L and the North Carolina Eastern Municipal Power Agency (NCEMPA) allows NCEMPA to pursue other sources of power. At the present time, a contract exists between CP&L and French Broad EMC (FBEMC) whereby FBEMC is to receive power from a restored hydroelectric facility in conjunction with power received from CP&L. With the requirements of PURPA and its effect on the purchase of power by resale customers, CP&L is prepared to negotiate with our resale customers as it relates to their purchase from other sources of power.



ATTACHMENT II

NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY

RESPONSE TO REGULATORY GUIDE 9.3



- 1.a) Response: Not applicable to Power Agency.
- 1.b) Response: None.
- 1.c) Response: Not applicable to Power Agency.
- 1.d) Response: The only change in the ownership or contractual allocation of output of Harris Unit No. 1 results from CP&L's sale to Power Agency of a 16.17% undivided ownership interest in the unit. Power Agency's ownership interests entitle it to receive 16.17% of the capacity and energy output of Harris Unit No. 1, subject to Power Agency's sale to CP&L of Purchased Capacity and Energy in amounts declining to zero over a sixteen-year period following the Date of Commercial Operation of the unit.
- 1.e) Response: No such changes have been made by Power Agency, other than increases.
- 1.f) Response: None for Power Agency.
- 1.g) Response: The only generating capacity addition committed for operation after Harris Unit No. 1 is Unit No. 2 at the Mayo Electric Generating Plant. CP&L's current construction schedule calls for achieving commercial operation in March 1991 for Mayo Unit No. 2. CP&L owns 83.83% of Mayo Unit No. 2 and Power Agency owns 16.17% of the unit.
- 1.h) Response: Power Agency has not received any request or indication of interest by other electric power distributors for any type of electric service or cooperative venture or study.
- 2.) Response: Not applicable to Power Agency.

ATTACHMENT III  
RESALE RATE SCHEDULES



RESALE SERVICE  
SCHEDULE RS-12

AVAILABILITY

Service hereunder is available throughout Company's area of service from Company's existing facilities of adequate type and capacity, for use and resale by a municipal utility, private distribution utility or an electric membership corporation.

This Schedule is not available for breakdown or standby service. Except as may be agreed to by Company in writing, this Schedule is not available for supplementary service other than for "Excess Power and Energy" sold to a Government preference customer.

APPLICABILITY

This Schedule is applicable to all electric service of a single type delivered at one point through one metering installation at, or compensated to, the point of delivery. This Schedule shall apply to each point of delivery separately, except metering will be electrically totalized for single rate application where Customer takes delivery of all service at each point at a voltage of 115 KV or higher and accepts a minimum Billing Demand of 60,000 KW.

TYPE OF SERVICE

This Schedule is applicable to alternating current, 60 cycles per second (Hertz), three phase electric service at the voltage set forth in Exhibit A for the point of delivery.

MONTHLY RATE

\$340.00 plus

\$ 5.00 per KW of Billing Demand

1.19¢ per KWH for all KWH

15¢ per KVAR for all Excess KVAR  
(See POWER FACTOR ADJUSTMENT)

Adjustment: The bill computed under the above Monthly Rate will be increased or decreased by an amount calculated in accordance with Company's applicable rider(s), which is incorporated as a part of the monthly billing under this Schedule.

DEMAND AND ENERGY DETERMINATION

The KW of metered or computed demand shall be the kilowatts metered or computed during the fifteen-minute period, measured in fifteen-minute clock hour intervals except as provided in the General Terms and Conditions, of greatest energy use during the current month, appropriately adjusted to preclude the duplication of any demand caused by switching of load between



Customer's points of delivery served by Company. The Billing Demand shall be the metered or computed demand, less the Government preference customer demand allotment, if any, for any point of delivery but not less than 95% of the greatest metered or computed demand (less the Government preference customer demand allotment, if any) in the preceding months of June, July, August and September. Notwithstanding the foregoing, when a point of delivery is added or load is transferred between points of delivery, the preceding June, July, August and September metered or computed demands at each point of delivery from which load is transferred shall be reduced, for the purpose of future determinations of the minimum Billing Demand hereunder, to reflect the metered or computed demand had such new point of delivery been in existence during such period. The total by which the demand of the existing points of delivery is thereby reduced shall be considered as the preceding June, July, August and September maximum metered or computed demand at the new point of delivery.

Prior to the billing date, Customer will provide written notification to Company of each load transfer, to a point of delivery served by Company, including the names of the points of delivery involved, the amount of load being transferred and the effect that such load had on the actual maximum demand in the previous months of June, July, August and September. A load transfer for 48 hours or less will not be considered for current or future billing as having been served at the point of delivery to which it was temporarily connected; however, load which is temporarily connected to another point of delivery will be considered for current and future billing as having been served at the point of delivery from which it was temporarily transferred.

Monthly metered or computed demand and energy quantities shall be reduced by the monthly kilowatts of allotted Contract Demand and kilowatthours of a Government preference customer as determined in the Government-Company Contract.

A preference customer's monthly kilowatts of total allotted Contract Demand will be prorated among Customer's points of delivery in proportion to monthly delivery point maximum metered or computed demands of Customer.

#### POWER FACTOR ADJUSTMENT

When the power factor, determined in accordance with the General Terms and Conditions, in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.15 multiplied by the difference between the maximum reactive demand (KVAR) metered or computed during a fifteen-minute interval and 62% of the maximum KW demand metered or computed in the current billing month.

#### PAYMENT

Subject to the applicable provisions of the General Terms and Conditions, bills are due when rendered and are payable within 15 days from the date of the bill.



CONTRACT PERIOD

The initial contract period for contracts entered into after the effective date of this Schedule shall be seven years unless Company and Customer agree to a longer or shorter period. Subject to the applicable provisions of the General Terms and Conditions, either Company or Customer may terminate any such contract at the end of such initial period, or at any time thereafter, upon three years' written notice. Customer may, upon three years' written notice, terminate within the initial seven-year period, by reimbursing Company for the unamortized portion of its investment in transmission, distribution and transformation facilities installed by Company for such point of delivery to the extent devoted to Customer's service, in accordance with the General Terms and Conditions.

When Customer's load growth requires and Company agrees to install additional transmission, distribution, or transformation facilities for services to Customer at a point of delivery, the contract period for the point of delivery will automatically be extended for seven years unless Company and Customer agree, in writing, to a different extended contract period.

The provisions set forth herein shall not apply with respect to any facilities installed as additional facilities, and the charges for any such additional facilities shall be in accordance with the contract between the parties.

GENERAL

Service under this Schedule is subject to the provisions contained in Company's FPC Electric Tariff filed with the Federal Power Commission. Nothing contained herein shall be construed as affecting in any way the right of the party furnishing service, under the rate schedule, to unilaterally make application to the Federal Power Commission for a change in the rates, charges, classification, or service, or any rule, regulation, or contract related thereto, under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.



RESALE SERVICE  
SCHEDULE RS-12A

AVAILABILITY

Service hereunder is available throughout Company's area of service from Company's existing facilities of adequate type and capacity, for use and resale by a municipal utility, private distribution utility or an electric membership corporation.

This Schedule is not available for breakdown or standby service. Except as may be agreed to by Company in writing, this Schedule is not available for supplementary service other than for "Excess Power and Energy" sold to a Government preference customer.

APPLICABILITY

This Schedule is applicable to all electric service of a single type delivered at one point through one metering installation at, or compensated to, the point of delivery. This Schedule shall apply to each point of delivery separately, except metering will be electrically totalized for single rate application where Customer takes delivery of all service at each point at a voltage of 115 KV or higher and accepts a minimum Billing Demand of 60,000 KW.

TYPE OF SERVICE

This Schedule is applicable to alternating current, 60 cycles per second (Hertz), three phase electric service at the voltage set forth in Exhibit A for the point of delivery.

MONTHLY RATE

\$340.00 plus

\$ 4.69 per KW of Billing Demand

1.19¢ per KWH for all KWH

15¢ per KVAR for all Excess KVAR  
(See POWER FACTOR ADJUSTMENT)

Adjustment: The bill computed under the above Monthly Rate will be increased or decreased by an amount calculated in accordance with Company's applicable rider(s), which is incorporated as a part of the monthly billing under this Schedule.

DEMAND AND ENERGY DETERMINATION

The KW of metered or computed demand shall be the kilowatts metered or computed during the fifteen-minute period, measured in fifteen-minute clock hour intervals except as provided in the General Terms and Conditions, of greatest energy use during the current month, appropriately adjusted to preclude the duplication of any demand caused by switching of load between

Issued by:  
James M. Davis, Jr., Manager  
Rates & Service Practices  
Issued on: March 13, 1979

Effective for bills rendered  
on and after April 1, 1979,  
subject to refund



Customer's points of delivery served by Company. The Billing Demand shall be the metered or computed demand, less the Government preference customer demand allotment, if any, for any point of delivery but not less than 95% of the greatest metered or computed demand (less the Government preference customer demand allotment, if any) in the preceding months of June, July, August and September. Notwithstanding the foregoing, when a point of delivery is added or load is transferred between points of delivery, the preceding June, July, August and September metered or computed demands at each point of delivery from which load is transferred shall be reduced, for the purpose of future determinations of the minimum Billing Demand hereunder, to reflect the metered or computed demand had such new point of delivery been in existence during such period. The total by which the demand of the existing points of delivery is thereby reduced shall be considered as the preceding June, July, August and September maximum metered or computed demand at the new point of delivery.

Prior to the billing date, Customer will provide written notification to Company of each load transfer, to a point of delivery served by Company, including the names of the points of delivery involved, the amount of load being transferred and the effect that such load had on the actual maximum demand in the previous months of June, July, August and September. A load transfer for 48 hours or less will not be considered for current or future billing as having been served at the point of delivery to which it was temporarily connected; however, load which is temporarily connected to another point of delivery will be considered for current and future billing as having been served at the point of delivery from which it was temporarily transferred.

Monthly metered or computed demand and energy quantities shall be reduced by the monthly kilowatts of allotted Contract Demand and kilowatthours of a Government preference customer as determined in the Government-Company Contract.

A preference customer's monthly kilowatts of total allotted Contract Demand will be prorated among Customer's points of delivery in proportion to monthly delivery point maximum metered or computed demands of Customer.

#### POWER FACTOR ADJUSTMENT

When the power factor, determined in accordance with the General Terms and Conditions, in the current billing month is less than 85%, the monthly bill will be increased by a sum equal to \$0.15 multiplied by the difference between the maximum reactive demand (KVAR) metered or computed during a fifteen-minute interval and 62% of the maximum KW demand metered or computed in the current billing month.

#### PAYMENT

Subject to the applicable provisions of the General Terms and Conditions, bills are due when rendered and are payable within 15 days from the date of the bill.



CONTRACT PERIOD

The initial contract period for contracts entered into after the effective date of this Schedule shall be seven years unless Company and Customer agree to a longer or shorter period. Subject to the applicable provisions of the General Terms and Conditions, either Company or Customer may terminate any such contract at the end of such initial period, or at any time thereafter, upon three years' written notice. Customer may, upon three years' written notice, terminate within the initial seven-year period, by reimbursing Company for the unamortized portion of its investment in transmission, distribution and transformation facilities installed by Company for such point of delivery to the extent devoted to Customer's service, in accordance with the General Terms and Conditions.

When Customer's load growth requires and Company agrees to install additional transmission, distribution, or transformation facilities for services to Customer at a point of delivery, the contract period for the point of delivery will automatically be extended for seven years unless Company and Customer agree, in writing, to a different extended contract period.

The provisions set forth herein shall not apply with respect to any facilities installed as additional facilities, and the charges for any such additional facilities shall be in accordance with the contract between the parties.

GENERAL

Service under this Schedule is subject to the provisions contained in Company's FERC Electric Tariff filed with the Federal Energy Regulatory Commission. Nothing contained herein shall be construed as affecting in any way the right of the party furnishing service, under the rate schedule, to unilaterally make application to the Federal Energy Regulatory Commission for a change in the rates, charges, classification, or service, or any rule, regulation, or contract related thereto, under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.





CONTRACT PERIOD

The initial contract period for contracts entered into after the effective date of this Schedule shall be seven years unless Company and Customer agree to a longer or shorter period. Subject to the applicable provisions of the General Terms and Conditions, either Company or Customer may terminate any such contract at the end of such initial period, or at any time thereafter, upon three years' written notice. Customer may, upon three years' written notice, terminate within the initial seven-year period, by reimbursing Company for the unamortized portion of its investment in transmission, distribution and transformation facilities installed by Company for such point of delivery to the extent devoted to Customer's service, in accordance with the General Terms and Conditions.

When Customer's load growth requires and Company agrees to install additional transmission, distribution, or transformation facilities for services to Customer at a point of delivery, the contract period for the point of delivery will automatically be extended for seven years unless Company and Customer agree, in writing, to a different extended contract period.

The provisions set forth herein shall not apply with respect to any facilities installed as additional facilities, and the charges for any such additional facilities shall be in accordance with the contract between the parties.

GENERAL

Service under this Schedule is subject to the provisions contained in Company's FPC Electric Tariff filed with the Federal Power Commission. Nothing contained herein shall be construed as affecting in any way the right of the party furnishing service, under the rate schedule, to unilaterally make application to the Federal Power Commission for a change in the rates, charges, classification, or service, or any rule, regulation, or contract related thereto, under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.



Electric  
Membership  
Corporation

RESALE SERVICE

SCHEDULE RS-12B

AVAILABILITY

Service hereunder is available throughout the Company's area of service from Company's existing facilities of adequate type and capacity, for use and resale by an electric membership corporation.

This Schedule is not available for breakdown or standby service. Except as may be agreed to by Company in writing, this Schedule is not available for supplementary service other than for "Excess Power and Energy" sold to a Government preference customer.

APPLICABILITY

This Schedule is applicable to all electric service of a single type delivered at one point through one metering installation at, or compensated to, the point of delivery. This Schedule shall apply to each point of delivery separately; except that at the points of delivery served at a voltage of 115KV or higher, the KW of demand and KWH of energy will be totalized for single rate application.

TYPE OF SERVICE

This Schedule is applicable to alternating current, 60 cycles per second (Hertz), three phase electric service at the voltage set forth in Exhibit A for the point of delivery.

MONTHLY RATE

\$340.00 per point of delivery

\$ 6.18 per KW of Billing Demand

0.88c per KWH for all KWH

12c per KVAR for all Excess KVAR  
(See POWER FACTOR ADJUSTMENT)

Adjustment: The bill computed under the above Monthly Rate will be increased or decreased by an amount calculated in accordance with the Company's applicable rider(s), which is incorporated as a part of the monthly billing under this Schedule.



DEMAND AND ENERGY DETERMINATION

The KWH of energy shall be metered or computed at, or compensated to, the point of delivery. The KW of metered or computed demand shall be the kilowatts metered or computed during the fifteen-minute period, measured in fifteen-minute clock hour intervals except as provided in the General Terms and Conditions, of greatest energy use during the current month, appropriately adjusted to preclude the duplication of any demand caused by switching of load between non-totalized points of delivery served by Company.

(a) For non-totalized points of delivery, the Billing Demand shall be the metered or computed demand, less the Government preference customer demand allotment, if any, for that point of delivery.

(b) For totalized points of delivery, the Billing Demand shall be the totalized metered or computed demand, less the sum of the Government preference customer demand allotments, if any.

Prior to the billing date, Customer will provide written notification to Company of each load transfer, including the names of the points of delivery involved, the amount of load being transferred and the effect that such load had on the actual maximum demand, if any, established during the current billing month. A load transfer for forty-eight hours or less will not be considered for current billing as having been served at the point of delivery to which it was temporarily connected; however, load which is temporarily connected to another point of delivery will be considered for current billing as having been served at the point of delivery from which it was temporarily transferred.

The Government preference customer's allotted Contract Demand and kilowatt-hours shall be determined independently for each point of delivery prior to totalization.

Monthly metered or computed demand and energy quantities shall be reduced by the monthly kilowatts of allotted Contract Demand and kilowatt-hours of a Government preference customer as determined in the Government-Company Contract.

A preference customer's monthly kilowatts of total allotted Contract Demand will be prorated among Customer's points of delivery in proportion to monthly delivery point maximum metered or computed demands of Customer.

POWER FACTOR ADJUSTMENT

When the power factor, determined in accordance with the General Terms and Conditions, in the current billing month at an individual point of delivery is less than 85%, the monthly bill will be increased by a sum equal to \$0.12 multiplied by the difference between the maximum reactive kilovolt amperes (KVAR) registered by a demand meter suitable for measuring



the demands used during a fifteen-minute interval and 62% of the maximum KW demand registered at the individual point of delivery.

PAYMENT

Subject to the applicable provisions of the General Terms and Conditions, bills are due when rendered and are payable within 15 days from the date of the bill.

CONTRACT PERIOD

The initial contract period for contracts entered into after the effective date of this Schedule shall be seven years unless Company and Customer agree to a longer or shorter period. Subject to the applicable provisions of the General Terms and Conditions, either Company or Customer may terminate any such contract at the end of such initial period, or at any time thereafter, upon three years' written notice. Customer may, upon three years' written notice, terminate within the initial seven-year period, by reimbursing Company for the unamortized portion of its investment in transmission, distribution and transformation facilities installed by Company for such point of delivery to the extent devoted to Customer's service, in accordance with the General Terms and Conditions.

When Customer's load growth requires and Company agrees to install additional transmission, distribution, or transformation facilities for services to Customer at a point of delivery, the contract period for the point of delivery will automatically be extended for seven years unless Company and Customer agree, in writing, to a different extended contract period.

The provisions set forth herein shall not apply with respect to any facilities installed as additional facilities, and the charges for any such additional facilities shall be in accordance with the contract between the parties.

GENERAL

Service under this Schedule is subject to the provisions contained in Company's FPC Electric Tariff filed with the Federal Energy Regulatory Commission. Nothing contained herein shall be construed as affecting in any way the right of the party furnishing service, under the rate schedule, to unilaterally make application to the Federal Energy Regulatory Commission for a change in the rates, charges, classification, or service, or any rule, regulation, or contract related thereto, under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.





Municipal &  
Private  
Distribution  
Utility

RESALE SERVICE

SCHEDULE RS-12C

AVAILABILITY

Service hereunder is available throughout the Company's area of service from Company's existing facilities of adequate type and capacity, for use and resale by a municipal utility or a private distribution utility.

This Schedule is not available for breakdown or standby service. Except as may be agreed to by Company in writing, this Schedule is not available for supplementary service other than for "Excess Power and Energy" sold to a Government preference customer.

APPLICABILITY

This Schedule is applicable to all electric service of a single type delivered at one point through one metering installation at, or compensated to, the point of delivery. This Schedule shall apply to each point of delivery separately; except that at the points of delivery served at a voltage of 115 KV or higher, the KW of demand and KWH of energy will be totalized for single rate application.

TYPE OF SERVICE

This Schedule is applicable to alternating current, 60 cycles per second (Hertz), three phase electric service at the voltage set forth in Exhibit A for the point of delivery.

MONTHLY RATE

\$340.00 plus

\$ 5.731 per KW of Billing Demand

1.05c per KWH for all KWH

12c per KVAR for all Excess KVAR  
(See POWER FACTOR ADJUSTMENT)

Adjustment: The bill computed under the above Monthly Rate will be increased or decreased by an amount calculated in accordance with the Company's applicable rider(s), which is incorporated as a part of the monthly billing under this Schedule.



DEMAND AND ENERGY DETERMINATION

The KWH of energy shall be metered or computed at, or compensated to, the point of delivery. The KW of metered or computed demand shall be the kilowatts metered or computed during the fifteen-minute period, measured in fifteen-minute clock hour intervals except as provided in the General Terms and Conditions, of greatest energy use during the current month, appropriately adjusted to preclude the duplication of any demand caused by switching of load between non-totalized points of delivery served by Company.

(a) For non-totalized points of delivery, the Billing Demand shall be the metered or computed demand, less the Government preference customer demand allotment, if any, for that point of delivery.

(b) For totalized points of delivery, the Billing Demand shall be the totalized metered or computed demand, less the sum of the Government preference customer demand allotments, if any.

Prior to the billing date, Customer will provide written notification to Company of each load transfer, including the names of the points of delivery involved, the amount of load being transferred and the effect that such load had on the actual maximum demand, if any, established during the current billing month. A load transfer for forty-eight hours or less will not be considered for current billing as having been served at the point of delivery to which it was temporarily connected; however, load which is temporarily connected to another point of delivery will be considered for current billing as having been served at the point of delivery from which it was temporarily transferred.

The Government preference customer's allotted Contract Demand and kilowatt-hours shall be determined independently for each point of delivery prior to totalization.

Monthly metered or computed demand and energy quantities shall be reduced by the monthly kilowatts of allotted Contract Demand and kilowatt-hours of a Government preference customer as determined in the Government-Company Contract.

A preference customer's monthly kilowatts of total allotted Contract Demand will be prorated among Customer's points of delivery in proportion to monthly delivery point maximum metered or computed demands of Customer.

POWER FACTOR ADJUSTMENT

When the power factor, determined in accordance with the General Terms and Conditions, in the current billing month at an individual point of delivery is less than 95%, the monthly bill will be increased by a sum equal to \$0.12 multiplied by the difference between the maximum reactive kilovolt amperes (KVAR) registered by a demand meter suitable for measuring



the demands used during a fifteen-minute interval and 62% of the maximum KW demand registered at the individual point of delivery.

#### PAYMENT

Subject to the applicable provisions of the General Terms and Conditions, bills are due when rendered and are payable within 15 days from the date of the bill.

#### CONTRACT PERIOD

The initial contract period for contracts entered into after the effective date of this Schedule shall be seven years unless Company and Customer agree to a longer or shorter period. Subject to the applicable provisions of the General Terms and Conditions, either Company or Customer may terminate any such contract at the end of such initial period, or at any time thereafter, upon three years' written notice. Customer may, upon three years' written notice, terminate within the initial seven-year period, by reimbursing Company for the unamortized portion of its investment in transmission, distribution and transformation facilities installed by Company for such point of delivery to the extent devoted to Customer's service, in accordance with the General Terms and Conditions.

When Customer's load growth requires and Company agrees to install additional transmission, distribution, or transformation facilities for services to Customer at a point of delivery, the contract period for the point of delivery will automatically be extended for seven years unless Company and Customer agree, in writing, to a different extended contract period.

The provisions set forth herein shall not apply with respect to any facilities installed as additional facilities, and the charges for any such additional facilities shall be in accordance with the contract between the parties.

#### GENERAL

Service under this Schedule is subject to the provisions contained in Company's FPC Electric Tariff filed with the Federal Energy Regulatory Commission. Nothing contained herein shall be construed as affecting in any way the right of the party furnishing service, under the rate schedule, to unilaterally make application to the Federal Energy Regulatory Commission for a change in the rates, charges, classification, or service, or any rule, regulation, or contract related thereto, under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.



Electric  
Membership  
Corporation

RESALE SERVICE

SCHEDULE RS-12D

AVAILABILITY

Service hereunder is available throughout the Company's area of service from Company's existing facilities of adequate type and capacity, for use and resale by an electric membership corporation.

This Schedule is not available for breakdown or standby service. Except as may be agreed to by Company in writing, this Schedule is not available for supplementary service other than for "Excess Power and Energy" sold to a Government preference customer.

APPLICABILITY

This Schedule is applicable to all electric service of a single type delivered at one point through one metering installation at, or compensated to, the point of delivery. This Schedule shall apply to each point of delivery separately; except that at the points of delivery served at a voltage of 115 KV or higher, the KW of demand and KWH of energy will be totaled for single rate application.

TYPE OF SERVICE

This Schedule is applicable to alternating current, 60 cycles per second (Hertz), three phase electric service at the voltage set forth in Exhibit A for the point of delivery.

MONTHLY RATE

\$340.00 per point of delivery

\$ 6.18 per KW of Billing Demand

0.8220116¢ per KWH for all KWH

12¢ per KVAR for all Excess KVAR  
(See POWER FACTOR ADJUSTMENT)

Adjustment: The bill computed under the above Monthly Rate will be increased or decreased by an amount calculated in accordance with the Company's applicable rider(s), which is incorporated as a part of the monthly billing under this Schedule.

the demands used during a fifteen-minute interval and 62% of the maximum KW demand registered at the individual point of delivery.

#### PAYMENT

Subject to the applicable provisions of the General Terms and Conditions, bills are due when rendered and are payable within 15 days from the date of the bill.

#### CONTRACT PERIOD

The initial contract period for contracts entered into after the effective date of this Schedule shall be seven years unless Company and Customer agree to a longer or shorter period. Subject to the applicable provisions of the General Terms and Conditions, either Company or Customer may terminate any such contract at the end of such initial period, or at any time thereafter, upon three years' written notice. Customer may, upon three years' written notice, terminate within the initial seven-year period, by reimbursing Company for the unamortized portion of its investment in transmission, distribution and transformation facilities installed by Company for such point of delivery to the extent devoted to Customer's service, in accordance with the General Terms and Conditions.

When Customer's load growth requires and Company agrees to install additional transmission, distribution, or transformation facilities for services to Customer at a point of delivery, the contract period for the point of delivery will automatically be extended for seven years unless Company and Customer agree, in writing, to a different extended contract period.

The provisions set forth herein shall not apply with respect to any facilities installed as additional facilities, and the charges for any such additional facilities shall be in accordance with the contract between the parties.

#### GENERAL

Service under this Schedule is subject to the provisions contained in Company's FPC Electric Tariff filed with the Federal Energy Regulatory Commission. Nothing contained herein shall be construed as affecting in any way the right of the party furnishing service, under the rate schedule, to unilaterally make application to the Federal Energy Regulatory Commission for a change in the rates, charges, classification, or service, or any rule, regulation, or contract related thereto, under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.



Municipal &  
Private  
Distribution  
Utility

RESALE SERVICE

SCHEDULE RS-12E

AVAILABILITY

Service hereunder is available throughout the Company's area of service from Company's existing facilities of adequate type and capacity, for use and resale by a municipal utility or a private distribution utility.

This Schedule is not available for breakdown or standby service. Except as may be agreed to by Company in writing, this Schedule is not available for supplementary service other than for "Excess Power and Energy" sold to a Government preference customer.

APPLICABILITY

This Schedule is applicable to all electric service of a single type delivered at one point through one metering installation at, or compensated to, the point of delivery. This Schedule shall apply to each point of delivery separately; except that at the points of delivery served at a voltage of 115 KV or higher, the KW of demand and KWH of energy will be totalized for single rate application.

TYPE OF SERVICE

This Schedule is applicable to alternating current, 60 cycles per second (Hertz), three phase electric service at the voltage set forth in Exhibit A for the point of delivery.

MONTHLY RATE

\$340.00 plus

\$ 5.731 per KW of Billing Demand

0.997297¢ per KWH for all KWH

12¢ per KVAR for all Excess KVAR  
(See POWER FACTOR ADJUSTMENT)

Adjustment: The bill computed under the above Monthly Rate will be increased or decreased by an amount calculated in accordance with the Company's applicable rider(s), which is incorporated as a part of the monthly billing under this Schedule.



#### DEMAND AND ENERGY DETERMINATION

The KWH of energy shall be metered or computed at, or compensated to, the point of delivery. The KW of metered or computed demand shall be the kilowatts metered or computed during the fifteen-minute period, measured in fifteen-minute clock hour intervals except as provided in the General Terms and Conditions, of greatest energy use during the current month, appropriately adjusted to preclude the duplication of any demand caused by switching of load between non-totalized points of delivery served by Company.

(a) For non-totalized points of delivery, the Billing Demand shall be the metered or computed demand, less the Government preference customer demand allotment, if any, for that point of delivery.

(b) For totalized points of delivery, the Billing Demand shall be the totalized metered or computed demand, less the sum of the Government preference customer demand allotments, if any.

Prior to the billing date, Customer will provide written notification to Company of each load transfer, including the names of the points of delivery involved, the amount of load being transferred and the effect that such load had on the actual maximum demand, if any, established during the current billing month. A load transfer for forty-eight hours or less will not be considered for current billing as having been served at the point of delivery to which it was temporarily connected; however, load which is temporarily connected to another point of delivery will be considered for current billing as having been served at the point of delivery from which it was temporarily transferred.

The Government preference customer's allotted Contract Demand and kilowatt-hours shall be determined independently for each point of delivery prior to totalization.

Monthly metered or computed demand and energy quantities shall be reduced by the monthly kilowatts of allotted Contract Demand and kilowatt-hours of a Government preference customer as determined in the Government-Company Contract.

A preference customer's monthly kilowatts of total allotted Contract Demand will be prorated among Customer's points of delivery in proportion to monthly delivery point maximum metered or computed demands of Customer.

#### POWER FACTOR ADJUSTMENT

When the power factor, determined in accordance with the General Terms and Conditions, in the current billing month at an individual point of delivery is less than 85%, the monthly bill will be increased by a sum equal to \$0.12 multiplied by the difference between the maximum reactive kilovolt amperes (KVAR) registered by a demand meter suitable for measuring



Electric  
Membership  
Corporation

RESALE SERVICE  
SCHEDULE RS-13

AVAILABILITY

Service hereunder is available throughout the Company's area of service from Company's existing facilities of adequate type and capacity, for use and resale by an electric membership corporation.

This Schedule is not available for breakdown or standby service. Except as may be agreed to by Company in writing, this Schedule is not available for supplementary service other than for "Excess Power and Energy" sold to a Government preference customer.

APPLICABILITY

This Schedule is applicable to all electric service of a single type delivered at one point through one metering installation at, or compensated to, the point of delivery. This Schedule shall apply to each point of delivery separately; except that at the points of delivery served at a voltage of 115KV or higher, the KW of demand and KWH of energy will be totaled for single rate application.

TYPE OF SERVICE

This Schedule is applicable to alternating current, 60 cycles per second (Hertz), three phase electric service at the voltage set forth in Exhibit A for the point of delivery.

MONTHLY RATE

\$342.00 per point of delivery

\$ 6.809 per KW of Billing Demand

1.60¢ per KWH for all KWH

12¢ per KVAR for all Excess KVAR  
(See POWER FACTOR ADJUSTMENT)

Adjustment: The bill computed under the above Monthly Rate will be increased or decreased by an amount calculated in accordance with the Company's applicable rider(s), which is incorporated as a part of the monthly billing under this Schedule.

#### DEMAND AND ENERGY DETERMINATION

The KWH of energy shall be metered or computed at, or compensated to, the point of delivery. The KW of metered or computed demand shall be the kilowatts metered or computed during the fifteen-minute period, measured in fifteen-minute clock hour intervals except as provided in the General Terms and Conditions, of greatest energy use during the current month, appropriately adjusted to preclude the duplication of any demand caused by switching of load between non-totalized points of delivery served by Company.

(a) For non-totalized points of delivery, the Billing Demand shall be the metered or computed demand, less the Government preference customer demand allotment, if any, for that point of delivery.

(b) For totalized points of delivery, the Billing Demand shall be the totalized metered or computed demand, less the sum of the Government preference customer demand allotments, if any.

Prior to the billing date, customer will provide written notification to Company of each load transfer, including the names of the points of delivery involved, the amount of load being transferred and the effect that such load had on the actual maximum demand, if any, established during the current billing month. A load transfer for forty-eight hours or less will not be considered for current billing as having been served at the point of delivery to which it was temporarily connected; however, load which is temporarily connected to another point of delivery will be considered for current billing as having been served at the point of delivery from which it was temporarily transferred.

The Government preference customer's allotted Contract Demand and kilowatt-hours shall be determined independently for each point of delivery prior to totalization.

Monthly metered or computed demand and energy quantities shall be reduced by the monthly kilowatts of allotted Contract Demand and kilowatt-hours of a Government preference customer as determined in the Government-Company Contract.

A preference customer's monthly kilowatts of total allotted Contract Demand will be prorated among Customer's points of delivery in proportion to monthly delivery point maximum metered or computed demands of Customer.

#### POWER FACTOR ADJUSTMENT

When the power factor, determined in accordance with the General Terms and Conditions, in the current billing month at an individual point of delivery is less than 85%, the monthly bill will be increased by a sum equal to \$0.12 multiplied by the difference between the maximum reactive kilovolt amperes (KVAR)



registered by a demand meter suitable for measuring the demands used during a fifteen-minute interval and 62% of the maximum KW demand registered at the individual point of delivery.

#### PAYMENT

Subject to the applicable provisions of the General Terms and Conditions, bills are due when rendered and are payable within 15 days from the date of the bill.

#### CONTRACT PERIOD

The initial contract period for contracts entered into after the effective date of this Schedule shall be seven years unless Company and Customer agree to a longer or shorter period. Subject to the applicable provisions of the General Terms and Conditions, either Company or Customer may terminate any such contract at the end of such initial period, or at any time thereafter, upon three years' written notice. Customer may, upon three years' written notice, terminate within the initial seven-year period, by reimbursing Company for the unamortized portion of its investment in transmission, distribution and transformation facilities installed by Company for such point of delivery to the extent devoted to Customer's service, in accordance with the General Terms and Conditions.

When Customer's load growth requires and Company agrees to install additional transmission, distribution, or transformation facilities for services to Customer at a point of delivery, the contract period for the point of delivery will automatically be extended for seven years unless Company and Customer agree, in writing, to a different extended contract period.

The provisions set forth herein shall not apply with respect to any facilities installed as additional facilities, and the charges for any such additional facilities shall be in accordance with the contract between the parties.

#### GENERAL

Service under this Schedule is subject to the provisions contained in Company's FPC Electric Tariff filed with the Federal Energy Regulatory Commission. Nothing contained herein shall be construed as affecting in any way the right of the party furnishing service, under the rate schedule, to unilaterally make application to the Federal Energy Regulatory Commission for a change in the rates, charges, classification, or service, or any rule, regulation, or contract related thereto, under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.



Electric  
Membership  
Corporation

RESALE SERVICE

SCHEDULE RS-13A

AVAILABILITY

Service hereunder is available throughout the Company's area of service from Company's existing facilities of adequate type and capacity, for use and resale by an electric membership corporation.

This Schedule is not available for breakdown or standby service. Except as may be agreed to by Company in writing, this Schedule is not available for supplementary service other than for "Excess Power and Energy" sold to a Government preference customer.

APPLICABILITY

This Schedule is applicable to all electric service of a single type delivered at one point through one metering installation at, or compensated to, the point of delivery. This Schedule shall apply to each point of delivery separately; except that at the points of delivery served at a voltage of 115 kV or higher, the kW of demand and kWh of energy will be totaled for single rate application.

TYPE OF SERVICE

This Schedule is applicable to alternating current, 60 cycles per second (Hertz), three phase electric service at the voltage set forth in Exhibit A for the point of delivery.

MONTHLY RATE

\$398.514 per point of delivery

\$ 6.678 per kW of Billing Demand

1.4752¢ per kWh for all kWh

12¢ per kVAR for all Excess kVAR  
(See POWER FACTOR ADJUSTMENT)

Adjustment: The bill computed under the above Monthly Rate will be increased or decreased by an amount calculated in accordance with the Company's applicable rider(s), which is incorporated as a part of the monthly billing under this Schedule.

#### DEMAND AND ENERGY DETERMINATION

The kWh of energy shall be metered or computed at, or compensated to, the point of delivery. The kW of metered or computed demand shall be the kilowatts metered or computed during the fifteen-minute period, measured in fifteen-minute clock hour intervals except as provided in the General Terms and Conditions, of greatest energy use during the current month, appropriately adjusted to preclude the duplication of any demand caused by switching of load between non-totalized points of delivery served by Company.

(a) For non-totalized points of delivery, the Billing Demand shall be the metered or computed demand, less the Government preference customer demand allotment, if any, for that point of delivery.

(b) For totalized points of delivery, the Billing Demand shall be the totalized metered or computed demand, less the sum of the Government preference customer demand allotments, if any.

Prior to the billing date, Customer will provide written notification to Company of each load transfer, including the names of the points of delivery involved, the amount of load being transferred and the effect that such load had on the actual maximum demand, if any, established during the current billing month. A load transfer for forty-eight hours or less will not be considered for current billing as having been served at the point of delivery to which it was temporarily connected; however, load which is temporarily connected to another point of delivery will be considered for current billing as having been served at the point of delivery from which it was temporarily transferred.

The Government preference customer's allotted Contract Demand and kilowatt-hours shall be determined independently for each point of delivery prior to totalization.

Monthly metered or computed demand and energy quantities shall be reduced by the monthly kilowatts of allotted Contract Demand and kilowatt-hours of a Government preference customer as determined in the Government-Company Contract.

A preference customer's monthly kilowatts of total allotted Contract Demand will be prorated among Customer's points of delivery in proportion to monthly delivery point maximum metered or computed demands of Customer.

#### POWER FACTOR ADJUSTMENT

When the power factor, determined in accordance with the General Terms and Conditions, in the current billing month at an individual point of delivery is less than 85%, the monthly bill will be increased by a sum equal to \$0.12 multiplied by the difference between the maximum reactive kilovolt amperes (kVar) registered by a demand meter suitable for measuring the demands



used during a fifteen-minute interval and 62% of the maximum kW demand registered at the individual point of delivery.

PAYMENT

Subject to the applicable provisions of the General Terms and Conditions, bills are due when rendered and are payable within 15 days from the date of the bill.

CONTRACT PERIOD

The initial contract period for contracts entered into after the effective date of this Schedule shall be seven years unless Company and Customer agree to a longer or shorter period. Subject to the applicable provisions of the General Terms and Conditions, either Company or Customer may terminate any such contract at the end of such initial period, or at any time thereafter, upon three years' written notice. Customer may, upon three years' written notice, terminate within the initial seven-year period, by reimbursing Company for the unamortized portion of its investment in transmission, distribution and transformation facilities installed by Company for such point of delivery to the extent devoted to Customer's service, in accordance with the General Terms and Conditions.

When Customer's load growth requires and Company agrees to install additional transmission, distribution, or transformation facilities for services to Customer at a point of delivery, the contract period for the point of delivery will automatically be extended for seven years unless Company and Customer agree, in writing, to a different extended contract period.

The provisions set forth herein shall not apply with respect to any facilities installed as additional facilities, and the charges for any such additional facilities shall be in accordance with the contract between the parties.

GENERAL

Service under this Schedule is subject to the provisions contained in Company's FPC Electric Tariff filed with the Federal Energy Regulatory Commission. Nothing contained herein shall be construed as affecting in any way the right of the party furnishing service, under the rate schedule, to unilaterally make application to the Federal Energy Regulatory Commission for a change in the rates, charges, classification, or service, or any rule, regulation, or contract related thereto, under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.



Municipal &  
Private  
Distribution  
Utility

RESALE SERVICE  
SCHEDULE RS-14

AVAILABILITY

Service hereunder is available throughout the Company's area of service from Company's existing facilities of adequate type and capacity, for use and resale by a municipal utility or a private distribution utility.

This Schedule is not available for breakdown or standby service. Except as may be agreed to by Company in writing, this Schedule is not available for supplementary service other than for "Excess Power and Energy" sold to a Government preference customer.

APPLICABILITY

This Schedule is applicable to all electric service of a single type delivered at one point through one metering installation at, or compensated to, the point of delivery. This Schedule shall apply to each point of delivery separately; except that at the points of delivery served at a voltage of 115KV or higher, the KW of demand and KWH of energy will be totaled for single rate application.

TYPE OF SERVICE

This Schedule is applicable to alternating current, 60 cycles per second (Hertz), three phase electric service at the voltage set forth in Exhibit A for the point of delivery.

MONTHLY RATE

\$977.00 per point of delivery

\$ 7.527 per KW of Billing Demand

1.56¢ per KWH for all KWH

12¢ per KVAR for all Excess KVAR  
(See POWER FACTOR ADJUSTMENT)

Adjustment: The bill computed under the above Monthly Rate will be increased or decreased by an amount calculated in accordance with the Company's applicable rider(s), which is incorporated as a part of the monthly billing under this Schedule.

#### DEMAND AND ENERGY DETERMINATION

The KWH of energy shall be metered or computed at, or compensated to, the point of delivery. The KW of metered or computed demand shall be the kilowatts metered or computed during the fifteen-minute period, measured in fifteen-minute clock hour intervals except as provided in the General Terms and Conditions, of greatest energy use during the current month, appropriately adjusted to preclude the duplication of any demand caused by switching of load between non-totalized points of delivery served by Company.

(a) For non-totalized points of delivery, the Billing Demand shall be the metered or computed demand, less the Government preference customer demand allotment, if any, for that point of delivery.

(b) For totalized points of delivery, the Billing Demand shall be the totalized metered or computed demand, less the sum of the Government preference customer demand allotments, if any.

Prior to the billing date, customer will provide written notification to Company of each load transfer, including the names of the points of delivery involved, the amount of load being transferred and the effect that such load had on the actual maximum demand, if any, established during the current billing month. A load transfer for forty-eight hours or less will not be considered for current billing as having been served at the point of delivery to which it was temporarily connected; however, load which is temporarily connected to another point of delivery will be considered for current billing as having been served at the point of delivery from which it was temporarily transferred.

The Government preference customer's allotted Contract Demand and kilowatt-hours shall be determined independently for each point of delivery prior to totalization.

Monthly metered or computed demand and energy quantities shall be reduced by the monthly kilowatts of allotted Contract Demand and kilowatt-hours of a Government preference customer as determined in the Government-Company Contract.

A preference customer's monthly kilowatts of total allotted Contract Demand will be prorated among Customer's points of delivery in proportion to monthly delivery point maximum metered or computed demands of Customer.

#### POWER FACTOR ADJUSTMENT

When the power factor, determined in accordance with the General Terms and Conditions, in the current billing month at an individual point of delivery is less than 85%, the monthly bill will be increased by a sum equal to \$0.12 multiplied by the difference between the maximum reactive kilovolt amperes (KVAR)

registered by a demand meter suitable for measuring the demands used during a fifteen-minute interval and 62% of the maximum KW demand registered at the individual point of delivery.

PAYMENT

Subject to the applicable provisions of the General Terms and Conditions, bills are due when rendered and are payable within 15 days from the date of the bill.

CONTRACT PERIOD

The initial contract period for contracts entered into after the effective date of this Schedule shall be seven years unless Company and Customer agree to a longer or shorter period. Subject to the applicable provisions of the General Terms and Conditions, either Company or Customer may terminate any such contract at the end of such initial period, or at any time thereafter, upon three years' written notice. Customer may, upon three years' written notice, terminate within the initial seven-year period, by reimbursing Company for the unamortized portion of its investment in transmission, distribution and transformation facilities installed by Company for such point of delivery to the extent devoted to Customer's service, in accordance with the General Terms and Conditions.

When Customer's load growth requires and Company agrees to install additional transmission, distribution, or transformation facilities for services to Customer at a point of delivery, the contract period for the point of delivery will automatically be extended for seven years unless Company and Customer agree, in writing, to a different extended contract period.

The provisions set forth herein shall not apply with respect to any facilities installed as additional facilities, and the charges for any such additional facilities shall be in accordance with the contract between the parties.

GENERAL

Service under this Schedule is subject to the provisions contained in Company's FPC Electric Tariff filed with the Federal Energy Regulatory Commission. Nothing contained herein shall be construed as affecting in any way the right of the party furnishing service, under the rate schedule, to unilaterally make application to the Federal Energy Regulatory Commission for a change in the rates, charges, classification, or service, or any rule, regulation, or contract related thereto, under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.





Municipal &  
Private  
Distribution  
Utility

RESALE SERVICE

SCHEDULE RS-14A

AVAILABILITY

Service hereunder is available throughout the Company's area of service from Company's existing facilities of adequate type and capacity, for use and resale by a municipal utility or a private distribution utility.

This Schedule is not available for breakdown or standby service. Except as may be agreed to by Company in writing, this Schedule is not available for supplementary service other than for "Excess Power and Energy" sold to a Government preference customer.

APPLICABILITY

This Schedule is applicable to all electric service of a single type delivered at one point through one metering installation at, or compensated to, the point of delivery. This Schedule shall apply to each point of delivery separately; except that at the points of delivery served at a voltage of 115 kV or higher, the kW of demand and kWh of energy will be totaled for single rate application.

TYPE OF SERVICE

This Schedule is applicable to alternating current, 60 cycles per second (Hertz), three phase electric service at the voltage set forth in Exhibit A for the point of delivery.

MONTHLY RATE

\$487.705 per point of delivery

\$ 7.200 per kW of Billing Demand

1.5390¢ per kWh for all kWh

12¢ per kVAr for all Excess kVAr  
(See POWER FACTOR ADJUSTMENT)

Adjustment: The bill computed under the above Monthly Rate will be increased or decreased by an amount calculated in accordance with the Company's applicable rider(s), which is incorporated as a part of the monthly billing under this Schedule.

#### DEMAND AND ENERGY DETERMINATION

The kWh of energy shall be metered or computed at, or compensated to, the point of delivery. The kW of metered or computed demand shall be the kilowatts metered or computed during the fifteen-minute period, measured in fifteen-minute clock hour intervals except as provided in the General Terms and Conditions, of greatest energy use during the current month, appropriately adjusted to preclude the duplication of any demand caused by switching of load between non-totalized points of delivery served by Company.

(a) For non-totalized points of delivery, the Billing Demand shall be the metered or computed demand, less the Government preference customer demand allotment, if any, for that point of delivery.

(b) For totalized points of delivery, the Billing Demand shall be the totalized metered or computed demand, less the sum of the Government preference customer demand allotments, if any.

Prior to the billing date, Customer will provide written notification to Company of each load transfer, including the names of the points of delivery involved, the amount of load being transferred and the effect that such load had on the actual maximum demand, if any, established during the current billing month. A load transfer for forty-eight hours or less will not be considered for current billing as having been served at the point of delivery to which it was temporarily connected; however, load which is temporarily connected to another point of delivery will be considered for current billing as having been served at the point of delivery from which it was temporarily transferred.

The Government preference customer's allotted Contract Demand and kilowatt-hours shall be determined independently for each point of delivery prior to totalization.

Monthly metered or computed demand and energy quantities shall be reduced by the monthly kilowatts of allotted Contract Demand and kilowatt-hours of a Government preference customer as determined in the Government-Company Contract.

A preference customer's monthly kilowatts of total allotted Contract Demand will be prorated among Customer's points of delivery in proportion to monthly delivery point maximum metered or computed demands of Customer.

#### POWER FACTOR ADJUSTMENT

When the power factor, determined in accordance with the General Terms and Conditions, in the current billing month at an individual point of delivery is less than 85%, the monthly bill will be increased by a sum equal to \$0.12 multiplied by the difference between the maximum reactive kilovolt amperes (kVar) registered by a demand meter suitable for measuring the demands

used during a fifteen-minute interval and 62% of the maximum kW demand registered at the individual point of delivery.

PAYMENT

. Subject to the applicable provisions of the General Terms and Conditions, bills are due when rendered and are payable within 15 days from the date of the bill.

CONTRACT PERIOD

The initial contract period for contracts entered into after the effective date of this Schedule shall be seven years unless Company and Customer agree to a longer or shorter period. Subject to the applicable provisions of the General Terms and Conditions, either Company or Customer may terminate any such contract at the end of such initial period, or at any time thereafter, upon three years' written notice. Customer may, upon three years' written notice, terminate within the initial seven-year period, by reimbursing Company for the unamortized portion of its investment in transmission, distribution and transformation facilities installed by Company for such point of delivery to the extent devoted to Customer's service, in accordance with the General Terms and Conditions.

When Customer's load growth requires and Company agrees to install additional transmission, distribution, or transformation facilities for services to Customer at a point of delivery, the contract period for the point of delivery will automatically be extended for seven years unless Company and Customer agree, in writing, to a different extended contract period.

The provisions set forth herein shall not apply with respect to any facilities installed as additional facilities, and the charges for any such additional facilities shall be in accordance with the contract between the parties.

GENERAL

Service under this Schedule is subject to the provisions contained in Company's FPC Electric Tariff filed with the Federal Energy Regulatory Commission. Nothing contained herein shall be construed as affecting in any way the right of the party furnishing service, under the rate schedule, to unilaterally make application to the Federal Energy Regulatory Commission for a change in the rates, charges, classification, or service, or any rule, regulation, or contract related thereto, under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.



PARTIAL REQUIREMENTS RESALE SERVICE

SCHEDULE RS-14B

AVAILABILITY

Service hereunder is available throughout Company's area of service from Company's existing facilities of adequate type and capacity, for use and resale by a municipal utility, a private distribution utility or an electric membership corporation when the Customer has generation installed on the load side of Company's metering facilities of (1) two MW summer-rated capacity; or (2) summer-rated capacity sufficient, exclusive of reserves, to generate not less than 15% of the Customer's annual maximum system demand, whichever is greater. This Schedule shall not apply to service for those Customers to which Resale Service Schedule RS-13A or RS-14A, or successor(s), is applicable. A Customer receiving service under this Schedule shall remain on this Schedule or its successor(s) in accordance with the Contract Period, but in no event less than three years after notice that the Customer intends to discontinue operation of its generation capacity or falls below the minimum capacity requirements set forth above, except upon mutual agreement of Company and Customer.

Except as may be agreed to by Company in writing, this Schedule is not available for breakdown or standby service.

APPLICABILITY

This Schedule is applicable to all electric service of a single type delivered at one point through one metering installation at, or compensated to, the point of delivery. This Schedule shall apply to each point of delivery separately; except that, at the points of delivery served at a voltage of 115 kV or higher, the kW of demand and kWh of energy will be totaled for single rate application.

TYPE OF SERVICE

This Schedule is applicable to alternating current, 60 cycles per second (Hertz), three-phase electric service at the voltage set forth in Exhibit A for the point of delivery.

PARTIAL REQUIREMENTS MONTHLY RATE

\$1,198.760 per point of delivery

\$ 7.050 per kW of Billing Demand

1.540¢ per kWh for all kWh

12¢ per kVAR for all Excess kVAR  
(See POWER FACTOR ADJUSTMENT)

Adjustment: The bill computed under the above Monthly Rate will be increased or decreased by an amount calculated in accordance with the Company's applicable rider(s), which is incorporated as a part of the monthly billing under this Schedule.

DEMAND AND ENERGY DETERMINATION

The kWh of energy shall be metered or computed at, or compensated to, the point of delivery. The kW of metered or computed demand shall be the kilowatts metered or computed during the fifteen-minute period, measured in fifteen-minute clock hour intervals except as provided in the General Terms and Conditions, of greatest energy use during the current month, appropriately adjusted to preclude the duplication of any demand caused by switching of load between non-totalized points of delivery served by Company.

(a) For non-totalized points of delivery, the Billing Demand shall be the metered or computed demand, less the Government preference customer demand allotment, if any, for that point of delivery.

(b) For totalized points of delivery, the Billing Demand shall be the totalized metered or computed demand, less the sum of the Government preference customer demand allotments, if any.

Prior to the billing date, Customer will provide written notification to Company of each load transfer, including the names of the points of delivery involved, the amount of load being transferred and the effect that such load had on the actual maximum demand, if any, established during the current billing month. A load transfer for forty-eight hours or less will not be considered for current billing as having been served at the point of delivery to which it was temporarily connected; however, load which is temporarily connected to another point of delivery will be considered for current billing as having been served at the point of delivery from which it was temporarily transferred.

The Government preference customer's allotted Contract Demand and kilowatt-hours shall be determined independently for each point of delivery prior to totalization.

Monthly metered or computed demand and energy quantities shall be reduced by the monthly kilowatts of allotted Contract Demand and kilowatt-hours of a Government preference customer as determined in the Government-Company Contract.

A preference customer's monthly kilowatts of total allotted Contract Demand will be prorated among Customer's points of delivery in proportion to monthly delivery point maximum metered or computed demands of Customer.

POWER FACTOR ADJUSTMENT

When the power factor, determined in accordance with the General Terms and Conditions, in the current billing month at an individual point of delivery is less than 85%, the monthly bill will be increased by a sum equal to \$0.12 multiplied by the difference between the maximum reactive kilovolt amperes (kVar) registered by a demand meter suitable for measuring the demands used during a fifteen-minute interval and 62% of the maximum kW demand registered at the individual point of delivery.

PAYMENT

Subject to the applicable provisions of the General Terms and Conditions, bills are due when rendered and are payable within fifteen days from the date of the bill.

CONTRACT PERIOD

The initial contract period shall be seven years unless Company and Customer agree, or have previously agreed, to a longer or shorter period. Subject to the applicable provisions of the General Terms and Conditions, unless otherwise agreed to in a contract between Company and Customer, either Company or Customer may terminate any such contract at the end of such initial period, or at any time thereafter, upon three years' written notice. Unless otherwise agreed to in a contract between Company and Customer, Customer may, upon three years' written notice, terminate within the initial seven-year period, by reimbursing Company for the unamortized portion of its investment in transmission, distribution and transformation facilities installed by Company for such point of delivery to the extent devoted to Customer's service, in accordance with the General Terms and Conditions.

When Customer's load growth requires and Company agrees to install additional transmission, distribution, or transformation facilities for service to Customer at a point of delivery, the contract period for the point of delivery will automatically be extended for seven years unless Company and Customer agree, in writing, to a different extended contract period.

The provisions set forth herein shall not apply with respect to any facilities installed as additional facilities, and the charges for any such additional facilities shall be in accordance with the contract between the parties.





GENERAL

Service under this Schedule is subject to the provisions contained in Company's FPC Electric Tariff filed with the Federal Energy Regulatory Commission. Nothing contained herein shall be construed as affecting in any way the right of the party furnishing service, under the rate schedule, to unilaterally make application to the Federal Energy Regulatory Commission for a change in the rates, charges, classification, or service, or any rule, regulation, or contract related thereto, under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

Issued by:  
Norris L. Edge, Vice President  
Rates & Service Practices  
Issued on

Effective for Service Rendered  
From August 18, 1980, Through  
January 11, 1982

ATTACHMENT IV  
CP&L SYSTEM MAP





