

INCREMENTAL POWER SERVICE
RIDER IPS-5C

AVAILABILITY

This Rider is available to customers in conjunction with Company's Large General Service (Time-of-Use) Schedule LGS-TOU, which is modified only as shown herein.

Service under this Rider is only available at the option of Company, in conjunction with monthly Base Demands established by Company, for Customer usage above Base Demand levels at which Customer would otherwise operate.

This Rider is not available: 1) in conjunction with Company's Dispatched Power Rider No. 68, or 2) for twelve months following Customer's discontinuation of service under this Rider.

DEFINITIONS

Class 1 Incremental Power Period

A Class 1 Incremental Power Period shall normally be for six (6) or more continuous hours.

Class 2 Incremental Power Period

A Class 2 Incremental Power Period shall normally be a 24-hour period for days that contain on-peak hours.

Base Demand

Company shall establish Customer's Base Demand for each month of the year. These monthly Base Demands shall be established by Company in advance of Customer's election to utilize this Rider in any given month. Generally, Company will establish or change Base Demand levels upon the following factors: 1) the maximum kW registered or computed, by or from Company's metering facilities, during any on-peak 15-minute interval for the corresponding billing month in the twelve months prior to contracting for this Rider; 2) recent added or reduced electrical load; and 3) whether Customer's historical electrical loads represent Customer's ongoing operation. The Base Demands shall also exclude any demands resulting from standby service, back-up service, dispatched power, or Incremental Power. The monthly Base Demand level shall automatically increase to the maximum on-peak demand established outside any Incremental Power Periods whenever the maximum on-peak demand established outside any Incremental Power Periods exceeds the monthly Base Demand. Customer shall provide thirty (30) days advance written notification to Company when electrical load is to be added or removed or a change in Customer's operation is expected to occur. Company shall adjust any previous monthly bills to reflect the change in the Base Demands upon Company determining that Customer had not provided Company advanced written notification of Customer's increase in electrical load. Company may require Customer to operate at proposed Base Demand levels for up to 12 months before receiving or continuing to receive service under this Rider. Company reserves the right to modify a monthly Base Demand at any time when in its opinion the Base Demand no longer represents Customer's demand level in the absence of the availability of Incremental Power.

Incremental Demand

When the registered or computed 15-minute kW demand during an Incremental Power Period exceeds the Base Demand, Incremental Demand shall be the kW demand in each 15-minute interval during the Incremental Power Period minus the greater of: 1) the maximum on-peak

demand established outside an Incremental Power Period exclusive of standby or backup service, or 2) the Base Demand.

When the registered or computed 15-minute kW demand during an Incremental Power Period is less than or equal to the Base Demand, then the Incremental Demand shall be zero. In no event, shall Incremental Demand(s) be less than zero.

Incremental Energy

Incremental Energy is the sum of all kilowatt-hours attributable to use of Incremental Demand.

MONTHLY RATE

- A. Customer Charge in addition to the Basic Customer Charge in the rate schedule: \$110.00.
- B. The Billing Demand shall be as determined in accordance with Schedule LGS-TOU, disregarding any Incremental Demands used during the billing month.
- C. Incremental Energy:
 - 1. Class 1 Incremental Energy shall be billed at the rate specified in Schedule LGS-TOU.
 - 2. Class 2 Incremental Energy shall be billed at the rate specified in Schedule LGS-TOU plus the following increment:

<u>On-peak</u>	<u>Off-peak</u>
1.5¢/kWh	0.0¢/kWh

NOTIFICATION

When Company determines that it has Incremental Power available for sale, Company will provide notification to Customer of the beginning and ending times of an Incremental Power Period. Notification will be provided via procedures established by Company and such procedures shall be given to Customer.

Company shall use reasonable diligence to notify Customer of the institution of an Incremental Power Period including the beginning and ending time(s). Company, having used reasonable diligence to notify Customer, shall not be liable should Customer not receive notification. Customer must install, at Customer's expense, a dedicated telephone line in order to receive notification from Company and Customer must also provide satisfactory space for Company's communication equipment.

CHANGES TO AN INCREMENTAL POWER PERIOD

Company may notify Customer during an Incremental Power Period that it will extend beyond the time which Company previously communicated to Customer that such Incremental Power Period would end.

Upon thirty (30) minutes notice, Company may terminate an Incremental Power Period prematurely in order to decrease the likelihood of instituting a Curtailable Period. An Incremental Power Period will automatically terminate upon the actual commencement of a Curtailable Period.

During a Class 2 Incremental Power Period, Company may notify Customer that a Class 1 Incremental Power Period is being implemented. The provisions contained herein for a Class 1 period shall supersede the provisions for a Class 2 period. Upon the termination of the Class 1 period, the remainder of the Class 2 period, if any, will automatically resume and continue as if the Class 1 period had not been implemented.

CONTRACT PERIOD

The Contract Period for service under this Rider shall continue until terminated by Customer or Company by giving not less than thirty (30) days written notice to the other party.

GENERAL

Company will not install transformation capacity or other facilities which exceed Customer's requirement during non-Incremental Power Periods. Demands established during Incremental Power Periods shall not serve to satisfy Contract obligations of Customer.

Decisions to institute, extend, or terminate an Incremental Power Period rest solely with Company.

SALES TAX

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

Supersedes Rider No. IPS-5B
Effective for service rendered on and after October 1, 2003
NCUC Docket No. E-2, Sub 667