

**CITY OF WILSON  
GENERAL SERVICE CP RATE FOR LOADS BETWEEN 500 AND 10,000 kW  
SCHEDULE FR-1-4**

**AVAILABILITY:**

This schedule is available for electric service used by a non-residential Customer whenever the maximum registered or computed 60-minute demand equals or exceeds 500 kW in two or more of the preceding 12 months, but less than 10,000 kW, with the following exceptions: this schedule is not available (1) for breakdown, standby, or supplementary service unless used in conjunction with the applicable standby or generation service rider for a continuous period of not less than one year, or (2) for resale service.

New Customers are required to enter into a separate agreement covering service under this schedule.

**APPLICABILITY:**

This schedule is applicable to all electric service of the same available type supplied to Customer's premise at one point of delivery through one kilowatt-hour meter.

**TYPE OF SERVICE:**

The types of service to which this schedule is applicable are, alternating current, 60 hertz, three phase 3 or 4 wires, at City's standard voltages of 480 volts or higher. When Customer desires two or more types of service, which types can be supplied from a three phase 4 wire type, without voltage transformation, only one of these two types necessary for Customer requirements will be supplied.

**MONTHLY RATE:**

I.	Facilities Charge	<b>\$618.00</b>
II.	Demand Charge	
	A. All CPkW	<b>\$21.50</b> per CPkW
III.	Excess Demand	
	A. All Excess kW	<b>\$4.95</b> per Excess kW
IV.	Kilowatt-hour Energy Charge	<b>5.94¢</b> per kWh

**BILLING DEMAND:**

CP Billing Demand - The CP Billing Demand shall be the kW demand registered or computed by or from the City's metering facilities in the 60-minute interval during the billing month, which is used by North Carolina Eastern Municipal Power Agency (NCEMPA) for the wholesale billing to the City. Furthermore, if City of Wilson receives an additional charge on any monthly wholesale power bill that identifies a charge directly attributed to a specific CP customer on this rate schedule, that charge will billed to the customer on the next retail bill, not including any service charge, plus any applicable sales tax.

Excess Demand - The Excess Demand shall be the difference between the highest 15-minute kW demand registered or computed by or from the City's metering facilities, and the CP Billing Demand for the current month.

**NOTIFICATION BY THE CITY:**

The City will use diligent efforts to predict the time of the monthly peak and notify the Customer in advance. However, the City does not guarantee that it will accurately predict the peak, or that notice will be provided. Notification by the City will be provided to the Customer by direct telephone communications or automatic signal, as mutually agreed. The Customer will hold the City harmless in connection with its receipt of or response to notification.

**POWER COST ADJUSTMENTS:**

Power cost adjustment charges will apply to all service supplied under this schedule as necessary to reflect changes in the City's total cost of purchased power.

PCA 1-22: A power cost adjustment of **0.436¢** per kWh will be effective from July 1, 2024 through June 30, 2026.

PCA 1-23: A power cost adjustment of **0.291¢** per kWh will be effective from October 1, 2024 through September 30, 2026. This amount may be adjusted by City staff to match NCEMPA's exact wholesale cost increase associated with 2023.

**POWER FACTOR ADJUSTMENT:**

When the power factor in the current billing months is less than 85%, the monthly bill will be increased by a sum equal to \$0.40 multiplied by the difference between the maximum reactive kilovolt amperes (kVAR) registered by a demand meter suitable for measuring the demands used during a 15-minute interval and 62% of the maximum kW demand registered in the current billing month.

**CREDITS:**

When received from NCEMPA, applicable credits for purchased power costs will be passed through to any designated customers.

Participant will pass through 100% of additional discounts provided by the Power Agency and consistent with the terms of the special service agreement.

**SALES TAX:**

Any applicable NC Sales Tax will be added to the charges above.

**CONTRACT TERM:**

The term of contract for service under this schedule shall not be less than one (1) year.

**ADDITIONAL CONDITIONS:**

Service rendered under this Schedule is subject to the provisions of the service regulations of the City.

Except where otherwise provided by a separate agreement, the City reserves the right to alter, amend, or discontinue service under the terms of this schedule in accordance with its rate making and rate administration

standards. In the event of discontinuation, the City will provide Customer with alternative schedule(s) under which to receive service.

Any facilities which the City provides above those which the City would normally have utilized to supply power to meet the Customer's Contract Demand shall be considered as Excess Facilities. Excess Facilities shall be subject to an additional monthly charge to Customer equal to 2.0% of the installed cost of such excess facilities.

#### **PAYMENTS:**

Bills are due when rendered and are payable without penalty if paid on or before the Due Date stated on such bill. If any bill is not so paid, the City has the right to assess a Late Penalty and suspend service in accordance with its Customer Service Policies.

#### **LIABILITY:**

The City does not guarantee or warrant continuous electric service, and expressly disclaims any such warranty, express or implied, to provide continuous service. The City shall use reasonable diligence to provide uninterrupted service, and having used reasonable diligence shall not be liable to any consumer for damages due to failures in, interruptions of, or suspension of service, including, without limitation, surges. The City reserves the right to suspend service without liability on its part at such time, for such periods, and in such manner as may in its judgment be required for the purpose of making necessary repairs on the lines or other parts of its system.

#### **POWER QUALITY:**

Customer agrees that should it use any part of the power delivered for processes that create power quality issues, including but not limited to harmonic problems, voltage flickers, or voltage fluctuations, that negatively impact the City's electric system, Customer will install and maintain proper regulating, controlling and auxiliary apparatus and devices necessary to correct any problems created by Customer's processes or equipment. Should Customer, after written notice from the City, fail to correct any problems created by power quality issues, the City may choose to exercise one of the following options:

- Make electric system enhancements that would mitigate problems created by Customer. A 2% facilities charge will be billed to Customer monthly based on improvement costs necessary to mitigate problems created by Customer.
- If Customer refuses to make necessary improvements or pay the City a facilities charge for improvements, the City may elect to discontinue service.
- Should Customer facilities create a problem on the City's Electric System that must be dealt with immediately, the City shall have the authority to disconnect service promptly. The City shall take reasonable measures to notify Customer as soon as practical so Customer will have an opportunity to correct the problem(s).