

# **MID-CAROLINA ELECTRIC COOPERATIVE, INC.**

## **RATE SCHEDULE M INDUSTRIAL SERVICE**

### **AVAILABILITY**

Available in all areas served by the Cooperative, subject to the Cooperative's Service Rules and Regulations, and subject further to the execution of a contract for service mutually agreed upon between the Cooperative and the member.

### **APPLICABILITY**

Applicable to any member meeting the eligibility requirements stated under the "APPLICABILITY" provision of a Central Electric Power Cooperative, Inc. (Central) Rate Schedule and/or rider(s).

### **TYPE OF SERVICE**

Service shall be provided as set forth in the contract for service between the Cooperative and the member.

### **RATE (per month)**

The rate will consist of the sum of the following charges:

1. Wholesale Power Cost

The demand, energy, fuel adjustments and other charges contained in the Cooperative's wholesale electric supplier's effective wholesale rate applied to the monthly Billing Demand and energy supplied to the member, and including any wholesale charges related to "special service requirements" as provided for in the contract for service.

2. The Cooperative's Service Charge

A service charge consisting of a schedule of percentages or other charges contained in the contract for service applied to the wholesale power cost stated above.

3. The Cooperative's Facilities Charge

A facilities charge consisting of a monthly carrying cost factor and/or charge contained in the contract for service applied to the dollar investment in facilities provided by the Cooperative specifically in order to furnish demand and energy to meet the member's requirements.

4. The Cooperative's Wholesale Supplier's Facilities Charge

An additional facilities charge as provided for in the contract for service, determined in accordance with Central's Policy, as such policy exists on the date of execution of the contract for service, for facilities provided by the Cooperative's wholesale supplier specifically in order to furnish service hereunder.

### **MINIMUM MONTHLY CHARGE**

The minimum monthly charge shall be the greater of the following:

1. The sum of the charges contained in subsections 1 through 4 in the above section entitled "RATE (per month)".
2. The charge as may be specified in the contract for service between the Cooperative and the member.

**WHOLESALE RATE ADJUSTMENT**

Should there be any change in the wholesale rate under which the Cooperative purchases power, the Cooperative reserves the right to modify the charges and provisions stated above, correspondingly.

**TAX ADJUSTMENT**

In addition to all other charges contained herein, the member shall pay any sales, use, franchise or other tax now or hereafter applicable to the service rendered hereunder or imposed on the Cooperative as a result of such service; provided, however, that no such tax shall be charged if the member has furnished to the Cooperative evidence of the member's exemption from such liability for such tax.

**TERMS OF PAYMENT**

All bills are net and payable according to the provisions stated in the contract for service between the Cooperative and the member.

**TERM OF CONTRACT**

Service hereunder shall be for a period of not less than ten (10) years, and thereafter on year-to-year terms unless provided otherwise in a written agreement for service.

**MEMBERSHIP**

The parties acknowledge that, while the Cooperative is required by statute and by its Bylaws to operate as a non-profit corporation, the Cooperative is required by statute and by its Bylaws to set rates and charges sufficient not only to cover operating costs and expenses and interest and amortization of outstanding obligations but also to establish reasonable capital reserves; and that the rates and charges provided for herein have accordingly been established to the end that the member will furnish an appropriate and equitable amount of such capital reserve in addition to making payment for the actual costs of service rendered hereunder and for an appropriate share of the outstanding obligations of the Cooperative. Due to the amount and character of the electric power and energy to be supplied hereunder, it is understood and agreed that, unless the Cooperative is prevented from so doing by any authority or agency having jurisdiction in the premises, it shall compute the member's capital credits by determining the actual costs and expenses assignable and allocable to the member for its service hereunder and shall assign capital credits to the member accordingly.

**EFFECTIVE DATE**

For all bills rendered on or after November 1, 2010.