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June 23, 2023

Ms. A. Shonta Dunston
Chief Clerk
N.C. Utilities Commission
430 N. Salisbury Street, Room 5063
Raleigh, NC 27603

**Re: *New River Light and Power Company
Rebuttal Testimony and Exhibits of Edmond Miller
Docket No. E-34, Subs 54 and 55***

Dear Ms. Dunston:

Attached hereto, on behalf of New River Light and Power Company, is the Rebuttal Testimony and Exhibits of Edmond Miller to be filed in the above-referenced dockets.

Twelve paper copies of same will be delivered to the Clerk's Office within 24 business hours of the electronic filing and the Exhibits, in native format, will be uploaded to NCUCExhibits@ncuc.net.

If you have any questions concerning this filing, or exhibits thereto, please do not hesitate to contact me.

Sincerely,

/s/ David T. Drooz
David T. Drooz

pbb

Attachments

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JUN 23 2023



Fox Rothschild ^{LLP}
ATTORNEYS AT LAW

Ms. A. Shonta Dunston
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cc: Parties and Counsel of Record
NC Commission Staff
NC Public Staff
Mr. Randall E. Halley
Mr. David Jamison
Mr. Edmond C. Miller
Mr. David Stark
Mr. M. Gray Styers, Jr.

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JUN 23 2023

STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH

DOCKET NO. E-34, SUB 54
DOCKET NO. E-34, SUB 55

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

DOCKET NO. E-34, SUB 54)	REBUTTAL TESTIMONY OF EDMOND MILLER ON BEHALF OF NEW RIVER LIGHT AND POWER
)	
In the Matter of:)	
Application for General Rate Case)	
)	
DOCKET NO. E-34, SUB 55)	
)	
In the Matter of:)	
Petition of Appalachian State)	
University d/b/a New River Light and)	
Power for an Accounting Order to)	
Defer Certain Capital Costs and New)	
Tax Expenses)	

June 23, 2023

1 **Q: Please state your name, position, and business address.**

2 **A:** My name is Edmond C. Miller. I am the General Manager of New River
3 Light and Power Company (“NRLP”), which is an operating unit of
4 Appalachian State University (“ASU”). My business address is 146 Faculty
5 Street Extension, Boone, North Carolina 28607.

6 **Q: What is the purpose of your Rebuttal Testimony in this proceeding?**

7 **A:** The purpose of my testimony is to respond to certain issues and
8 recommendations raised in the pre-filed testimony of the Public Staff and
9 Appalachian Voices in this rate case.

10 **Q. Which Public Staff recommendations do you accept on behalf of New
11 River Light & Power?**

12 **A.** NRLP accepts the following recommendations made by Public Staff
13 witness Jack Floyd.

14 1) Mr. Floyd’s testimony stated NRLP should closely monitor the
15 credits accumulated, consumption patterns, revenues, and costs
16 related to the proposed Schedule NBR and file an annual report of
17 net metering/billing activities by March 31 of each year. In
18 subsequent discussion, NRLP proposed, and the Public Staff agreed,
19 that this annual report could be filed in conjunction with each
20 Purchased Power Adjustment Clause (PPAC) proceeding for NRLP.

21

- 1 2) Mr. Floyd recommended that Schedule NBR should be amended to
2 include the following statement: “Any renewable energy credits
3 (RECs) associated with electricity delivered to the grid by the
4 Customer under Schedule NBR shall be retained by the Customer.”
5 This revision is shown in Miller Rebuttal Exhibit No. 1.
- 6 3) Mr. Floyd recommended that there should be a review of the
7 proposed design of Schedule NBR and re-evaluation of the energy
8 resetting process and the SSC in five years. NRLP agrees, and
9 further notes that since the energy credit is the retail rate, it should
10 be adjusted as appropriate with every PPAC filing. The Public Staff
11 agreed that it would be appropriate for NRLP to make this
12 adjustment in each PPAC filing.
- 13 4) Mr. Floyd recommended that for the proposed PPR rate, the energy
14 credit should be based on total system costs rather than just
15 residential class costs. NRLP agrees and suggests that this
16 calculation can be provided with the compliance filing after the
17 Commission’s final order, and then updated with each PPAC filing.
18 The Public Staff is agreeable to these suggestions.
- 19 5) Mr. Floyd recommended that proposed Schedule PPR should be
20 amended to include the following statement: “Any renewable
21 energy credits (RECs) associated with electricity delivered to the

1 grid by the customer under Schedule PPR shall be retained by the
2 Customer.” NRLP agrees.

3 This revision is shown in Miller Rebuttal Exhibit No. 1.

4 6) Mr. Floyd recommended that after five years there should be a
5 review of the proposed design of Schedule PPR. NRLP agrees, and
6 also would review the PPR during the biennial avoided cost
7 proceedings if appropriate.

8 7) Mr. Floyd sought clarification that the payment of any credit under
9 Schedule IR should occur only in the event that the participant is
10 able to curtail load at the time of the coincident peak. No credits will
11 be paid if the participant is unable to curtail or if the curtailment
12 does not align with the coincident peak. NRLP agrees to make this
13 clarification in the proposed Schedule IR tariff.

14 This clarification is shown in Miller Rebuttal Exhibit No. 1.

15 8) Mr. Floyd recommended that NRLP should replace its current
16 reconnection fees for customers who had been disconnected with a
17 single fee that reflects only the administrative costs associated with
18 the disconnection and subsequent reconnection of service. The
19 current approved reconnection fee is \$25.00 during regular working
20 hours and \$60.00 otherwise. After discussion, the Public Staff and
21 NRLP have agreed that the new rate schedules should include an

1 \$11.50 reconnection charge. This reflects the advantage of remote
2 disconnects and reconnects with AMI metering technology.

3 This revision is shown in Miller Rebuttal Exhibit No. 1.

4 9) Mr. Floyd indicated that the Commercial Demand class should not
5 receive a phase-in of its significant percentage rate increase at the
6 expense of other rate classes to the extent proposed by NRLP in
7 direct testimony. The Public Staff and NRLP have agreed to a
8 revised rate design that balances the tension between the rate design
9 principles of achieving customer class rate of return parity and not
10 subjecting any rate class to an extremely large increase in one
11 proceeding. The proposed allocation of the rate increase by
12 customer class is shown in Halley Rebuttal Exhibit No. 1. I mention
13 this in my testimony only because I am listing all the tariff revisions
14 that NRLP agreed upon with the Public Staff, but Mr. Halley is the
15 appropriate witness to respond to questions on the details.

16 **Q. Which Appalachian Voices Recommendations do you accept on behalf**
17 **of New River Light & Power?**

18 **A.** NRLP accepts the following recommendation made by Appalachian Voices
19 witness Jason Hoyle:

20 1) NRLP should consider adding a program focused on weatherization
21 and building retrofits and upgrades, particularly for older less-
22 energy efficient residential units. (Hoyle Testimony p 45) For

1 clarification, NRLP's consideration of a weatherization program will
2 depend on availability of funding, and if funding is available, the
3 program would likely be tied to financial need. If funding is available,
4 NRLP would consider combining a weatherization program with
5 complementary energy efficiency improvements including efficient
6 lighting, smart thermostats, and other opportunities for simple and
7 cost-effective efficiency gains. If sufficient grant funding becomes
8 available, NRLP hopes to outsource the program to a third party
9 with experience in addressing building energy efficiency retrofits
10 and in providing low-income assistance, as NRLP does not have the
11 staff resources to operate such a program in-house.

12 2) NRLP has adjusted the amount of renewable energy utilized in its
13 development of Schedule NBR and Schedule PPR to recognize the
14 portions of the hourly load data missing from its initial analysis.

15 This revision is shown in Miller Rebuttal Exhibit No. 1.¹

16 **Q. Which Appalachian Voices Recommendation do you accept with**
17 **modifications?**

18 **A.** NRLP accepts the following recommendations, with the indicated
19 modifications:

20 1) Mr. Hoyle recommended that NRLP should formally propose as
21 limited duration pilots (i) heat pump and water heater rebate

¹ While I am presenting Miller Rebuttal Exhibit No. 1 as part of my testimony, any questions about the calculations underlying the rate schedules should be directed to Mr. Halley.

1 programs; (ii) EV charging infrastructure throughout NRLP
2 territory; and (iii) installation of programmable thermostats that may
3 be controlled by NRLP at a customer's request. (Hoyle Testimony
4 p 44) The NRLP modification is that such programs will only be
5 proposed to the extent that grant funding covers the costs for NRLP.
6 NRLP is at the stage of exploring funding opportunities; it would be
7 premature and not financially feasible to formally propose programs
8 at this time.

9 2) Mr. Hoyle recommended that as a complement to the three programs
10 discussed above, NRLP should develop a behavior-based DSM
11 program that allows NRLP to communicate with customers as a
12 means of reducing NRLP load during times of grid stress and during
13 coincident peak hours. (Hoyle Testimony pp 44-45) The NRLP
14 modifications are that NRLP will determine if a program of
15 notifying customers of anticipated high demand periods can be
16 implemented at reasonable cost, and if so whether there should be a
17 control group to provide data on the behavioral program's
18 effectiveness. Again, financial feasibility is the first step, so it
19 would be premature to propose a program at this point.

20 **Q. Which parts of Appalachian Voices testimony does NRLP not agree**
21 **with?**

1 A. NRLP witnesses Halley and Jamison address parts of the testimony of
2 Appalachian Voices witness Barnes with which NRLP disagrees, and the
3 Appalachian Voices cost of capital testimony. I have concerns about parts
4 of the DSM/EE testimony of witness Hoyle.

5 **Q. Please explain your concerns with the DSM/EE testimony of witness**
6 **Hoyle.**

7 A. Witness Hoyle implies that NRLP has violated the terms of its Stipulation
8 with the Public Staff in the last rate case (Docket No. E-34, Sub 46.) (*See*
9 Hoyle Testimony pp 33-35) In the last NRLP rate case, Finding of Fact No.
10 41 in the Commission's order of March 29, 2018, states:

11 41. The Parties have agreed that NRLP should work to
12 develop rate schedules and energy efficiency and demand
13 side management programs that take advantage of the
14 detailed usage data and other capabilities of its AMI
15 metering system, recognizing that NRLP may not implement
16 energy efficiency or demand side management programs so
17 long as it is a party to the Electric Service Agreement with
18 BREMCO. The Parties have further agreed that NRLP
19 should report its progress on this effort to the Public Staff
20 within 180 days of the date of this order.

21
22 NRLP filed a report on its progress on September 27, 2018, in Docket No.
23 E-34, Sub 46. That report stated NRLP was working to develop a prepaid
24 service rider to take advantage of the AMI capabilities. Neither the Public
25 Staff nor the Commission, nor any other party, indicated that the report
26 showed inadequate compliance with the Stipulation. Subsequently, NRLP
27 filed for approval of a prepaid service rider, the application was supported
28 by the Public Staff, and the Commission approved a prepaid service rider in

1 Docket No. E-34, Sub 49. The prepaid service rate schedule was identified
2 as a customer benefit enabled by AMI metering.

3 NRLP has also offered the Green Power rider as a sustainability option for
4 its customers.

5 NRLP has not proposed a slate of DSM/EE programs because (a) it does
6 not have the staffing resources to develop and administer such programs in-
7 house, and (b) it does not qualify for the DSM/EE cost recovery
8 mechanisms available to other utilities pursuant to N.C.G.S. §§ 62-133.8
9 and 62-133.9. According to legal counsel, those statutes only apply to “a
10 public utility, an electric membership corporation, or a municipality” and
11 while NRLP is subject to rate regulation under N.C.G.S. § 116-35 it is not
12 a “public utility” otherwise subject to Chapter 62. In other words, it is not
13 apparent how NRLP would pay for DSM/EE programs.

14 The cost question is not trivial. As an example, Duke Energy Progress filed
15 a proposed weatherization assistance energy efficiency program in Docket
16 No. E-2, Sub 1299, on June 6, 2022, that estimated utility costs of
17 \$9,685,907:

Income-Qualified Energy Efficiency and Weatherization Assistance Program

Attachment B
Cost-Effectiveness Evaluation

Income Qualified EE & Weatherization Assistance					
		UCT	TRC	RIM	Participant
1	Avoided T&D Electric	\$1,414,117	\$1,414,117	\$1,414,117	\$0
2	Cost-Based Avoided Elec Production	\$1,870,436	\$1,870,436	\$1,870,436	\$0
3	Cost-Based Avoided Elec Capacity	\$1,025,510	\$1,025,510	\$1,025,510	\$0
4	Participant Elec Bill Savings (gross)	\$0	\$0	\$0	\$4,608,001
5	Net Lost Revenue Net Fuel	\$0	\$0	\$3,040,849	\$0
6	Administration (EM&V) Costs	\$461,234	\$461,234	\$461,234	\$0
7	Implementation Costs	\$1,205,481	\$1,205,481	\$1,205,481	\$0
8	Incentives	\$7,604,945	\$0	\$7,604,945	\$7,604,945
9	Other Utility Costs	\$414,248	\$414,248	\$414,248	\$0
10	Participant Costs (gross)	\$0	\$0	\$0	\$7,604,945
11	Participant Costs (net)	\$0	\$7,604,945	\$0	\$0
12	Total Benefits	\$4,310,063	\$4,310,063	\$4,310,063	\$12,212,946
13	Total Costs	\$9,685,907	\$9,685,907	\$12,726,756	\$7,604,945
14	Benefit/Cost Ratios	0.44	0.44	0.34	1.61

Data represents present value of costs and benefits over the life of the program.

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And another example is the proposal of Duke Energy Carolinas in Docket No. E-7, Sub 1174, to bundle a high efficiency heat pump incentive program with other EE measures. As with the Weatherization program above, the administration and implementation costs alone (lines 6 and 7) are daunting for a utility the size of NRLP:

Attachment B
Cost-Effectiveness Evaluation

Smart Saver® Energy Efficiency					
		UCT	TRC	RIM	Participant
1	Avoided T&D Electric	\$5,961,714	\$5,961,714	\$5,961,714	\$0
2	Cost-Based Avoided Elec Production	\$32,598,585	\$32,598,585	\$32,598,585	\$0
3	Cost-Based Avoided Elec Capacity	\$9,738,901	\$9,738,901	\$9,738,901	\$0
4	Participant Elec Bill Savings (gross)	\$0	\$0	\$0	\$109,433,097
5	Net Lost Revenue Net Fuel	\$0	\$0	\$56,534,754	\$0
6	Administration Costs	\$1,274,585	\$1,274,585	\$1,274,585	\$0
7	Implementation Costs	\$2,588,723	\$2,588,723	\$2,588,723	\$0
8	Incentives	\$19,149,201	\$0	\$19,149,201	\$19,149,201
9	Other Utility Costs	\$483,887	\$483,887	\$483,887	\$0
10	Participant Costs	\$0	\$31,385,221	\$0	\$39,291,395
11	Total Benefits	\$48,299,200	\$48,299,200	\$48,299,200	\$128,582,298
12	Total Costs	\$23,496,395	\$35,732,415	\$80,031,149	\$39,291,395
13	Benefit/Cost Ratios	2.06	1.35	0.60	3.27

Data represents present value of costs and benefits over the life of the program.

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Of course, similar programs for NRLP would be at a smaller scale due to having fewer customers, but that does not necessarily mean all the costs to NRLP would be reduced proportionately. I have not sought bids for such programs, but I expect hiring experienced contractors to design, administer, and provide evaluation, measurement, and verification of DMS/EE programs will be expensive regardless of the number of customer participants. And NRLP would have fewer customers over which to spread the upfront costs.

- Q. **Does that mean NRLP is opposed to DSM/EE programs?**
- A. No, as discussed above NRLP will pursue such programs to the extent funding becomes available and NRLP can obtain support from third parties with experience in addressing building energy efficiency retrofits and in providing low-income assistance.

1 **Q. Which parts of the Public Staff Testimony does NRLP not agree with?**

2 **A.** As indicated above, NRLP has reached broad agreement with the Public
3 Staff on tariff revisions. NRLP disagrees with some of the adjustments in
4 the testimony of the Public Staff accounting and economic research
5 witnesses. Those issues are addressed in the rebuttal testimony of NRLP
6 witnesses Halley, Jamison and Stark.

7 **Q. Do you have Concerns about the Testimony of Ms. LaPlaca?**

8 **A.** NRLP values all customers' positions and certainly respects objective and
9 even passionate concerns. However, Ms. LaPlaca has made points that are
10 at worst unfounded or at best misleading to the actual efforts NRLP has
11 taken to address the issues expressed in her testimony.

12 **Q. Please Explain.**

13 **A.** She summarizes her points as:

14 (1) NRLP's current rooftop solar rules, "buy-all sell-all," have
15 predictably resulted in close to zero rooftop solar for NRLP
16 customers, and the proposed net metering charge of \$6.17 per
17 installed kilowatt (kW) is so high that few people will be able to
18 afford the charge, resulting in a continuation of zero rooftop solar in
19 Boone;

20 (2) NRLP's electricity mix is 85% fossil gas, which is 84 times
21 worse for the climate than CO2, with a side helping of staggering
22 health and environmental damages;

23 (3) NRLP knew from surveys that tying its captive customers to
24 fossil gas until ~2036 – nearly 14 years from now -- is not what its
25 customers want, according to multiple surveys of NRLP customers.
26 While AppState describes itself as "defining sustainability since
27 1899," [footnote omitted] it has not lived up to its own sustainability
28 commitments for over a decade, and its lack of transparency and
29 and
30

1 greenwashing could be adding to the mental anguish, depression,
2 and anxiety our youth are suffering.
3

4 Regarding her first point, Ms. LaPlaca offers no data to support the
5 assertion that the limited number of rooftop solar customers has been caused
6 by the “buy-all sell-all” rate in the past and will be caused in the future by
7 the proposed standby charge for net billing. What she misses is that the
8 high cost of installing solar PV has also been a factor in dampening demand,
9 particularly in a service territory where there is a high number of renters. A
10 better analysis of what has caused limited adoption of rooftop solar in the
11 NRLP service territory would take into account all factors affecting
12 affordability, including the relative cost of retail electricity for a
13 jurisdiction, the cost of installing rooftop solar PV, the high percentage of
14 rental properties, and whether a lower net metering standby charge is
15 possible without requiring cross subsidy from other ratepayers.

16 Ms. Laplaca references Asheville, Durham, Greensboro, and
17 Charlotte as having more rooftop solar than Boone due to “more sensible
18 rooftop solar rules.” These locations all are served by Duke Energy, which
19 by its own admission has offered solar rates that are cross subsidized by
20 non-participating customers. It is no surprise that some cities have more
21 rooftop solar where such facilities were enjoying subsidization at the
22 expense of other ratepayers. In response to current law, Duke Energy is
23 now revising its net metering rates to require better fixed cost recovery from
24 solar customers and thereby reduce or eliminate the cross-subsidies. *See*

1 the Commission’s March 23, 2023, Order Approving Revised Net Metering
2 Tariffs in Docket No. E-100 Sub 180.

3 Ms. Laplaca criticizes the NRLP “Buy All/Sell All” rate offering in
4 specific and NRLP sustainability efforts in general. As shown on Miller
5 Rebuttal Exhibit No. 2, which was provided to Appalachian Voices in
6 response to their Data Request No. 4.3, NRLP is one of 36 public power
7 utilities offering customer-owned generation solar rates under
8 “Buy/All/Sell/All.” Now with the proposed net billing rate, there will be
9 two customer-owned generation options for NRLP customers. It is also
10 noteworthy from Miller Rebuttal Exhibit No. 2 that NRLP is one of only
11 two utilities of the 68 in this report that offers AMI, Prepay, and rates for
12 customer-owned generation. In addition, NRLP is the only utility that
13 offers more than one option for customers who choose to buy renewable
14 energy.

15 Regarding her second point, Ms. LaPlaca complains about the fossil
16 fuel percentage in the generating mix of NRLP, but does not mention NRLP
17 is a distribution utility, not a vertically integrated utility with its own
18 generation. NRLP purchases power from the generating company that
19 NRLP has estimated will provide the least cost for consumers. At the same
20 time, NRLP offers a Green Power program where customers can voluntarily
21 pay for renewable zero emission hydroelectric energy instead of the
22 standard generation mix. See <https://nrlp.appstate.edu/green-power->

1 program Ms. LaPlaca is welcome to sign up for the Green Power program
2 if she wants to do her part for sustainability, but NRLP does not believe it
3 is appropriate at this time to replace its energy purchase contract with
4 Carolina Power Partners with purchase of all or mostly renewable energy.
5 The cost to NRLP ratepayers would be much higher, and there could be
6 reliability issues due to intermittency of renewable generation.

7 Also, Ms. LaPlaca’s statement that natural gas (methane) is “far, far
8 worse for the climate than carbon dioxide (CO2)” is not clear on how much
9 methane emission occurs with natural gas generation. While production
10 and transportation of natural gas may result in some incidental methane
11 leaks – an issue that could be addressed by federal regulation - the primary
12 emission from NRLP’s electric supplier is not methane, as the methane in
13 natural gas is burned and the principal by-product of that combustion is
14 carbon dioxide.

15 Regarding her third point, Ms. LaPlaca uses the harsh and unfair
16 terms of “greenwashing” and “lack of transparency,” and concludes that
17 NRLP “could be adding to the mental anguish, depression, and anxiety our
18 youth are suffering.” NRLP has been transparent about purchasing power
19 from Carolina Power Partners, which relies in large part on natural gas
20 generation. At the same time, NRLP has sought to offer the renewable
21 alternative of the Green Power program for customers willing to pay to go
22 further toward emission reductions and has in the present rate case offered

1 net billing for the first time. While NRLP has not proposed cross-subsidies
2 for solar or otherwise sought to completely change the fuel mix of its power
3 supplier, NRLP has made reasonable efforts toward cleaner energy within
4 the constraints of least-cost ratemaking and the law against cross-subsidies.
5 Moreover, the statement that NRLP has possibly contributed to mental
6 health problems among “our youth,” including suicides at North Carolina
7 universities, is unfair and unsupported.

8 Ms. Laplaca refers to “multiple customer surveys over the past
9 decade.” It was from these studies that the Green Power Program was
10 developed and approved by the NCUC. The studies conducted by NRLP
11 indicated that 2/3 of NRLP customers would be willing to purchase
12 renewable energy at a premium cost if offered. As of June 2023, less than
13 200 of NRLP’s residential customers have subscribed to the Green Power
14 Program, which is less than 3% of customers. NRLP continues to find that
15 indication of a desire of a program offered in a survey does not necessarily
16 mean that there will be a subscription if offered, especially if there is an
17 additional cost.

18 A key fact not mentioned by Ms. LaPlaca is that any material impact
19 that North Carolina renewable energy has in mitigating climate change
20 would necessarily involve utility scale solar. Scale matters, and rooftop
21 solar PV does not have the cost advantages or generation capability that
22 large solar farms do. My understanding is that North Carolina has a

1 relatively large amount of utility scale solar energy. See
2 [https://www.forbes.com/home-improvement/solar/best-worst-](https://www.forbes.com/home-improvement/solar/best-worst-states-solar/)
3 [states-solar/](https://www.forbes.com/home-improvement/solar/best-worst-states-solar/) and <https://www.eia.gov/beta/states/states/NC/overview> Ms.
4 LaPlaca identifies climate change as a problem but then focuses on small
5 scale rooftop solar as if that were the solution, without acknowledging that
6 utility scale renewables is less costly per kW and better suited to have real
7 impact on the generation mix.

8 **Q: Does this conclude your Rebuttal Testimony?**

9 **A:** Yes, it does.

MILLER REBUTTAL EXHIBIT NO. 1
MODIFIED PROPOSED RATES
DOCKET NO. E-34, SUBS 54 & 55

**NEW RIVER LIGHT AND POWER COMPANY
RATE SCHEDULES
Effective for Service On and After
_____, 2023**

1.	Schedule R – Residential Service	1
2.	Schedule G – Commercial General Service	3
3.	Schedule GL – Commercial Demand Service	5
4.	Schedule GLH – Commercial High Demand Factor Service	7
5.	Schedule A – ASU Campus Service	9
6.	Schedule OL – Security Lighting Service	11
7.	Schedule PPAC&CACR – Purchased Power Adjustment Clause and Coal Ash Recovery Rider	14
8.	Schedule MS – Miscellaneous Service	16
9.	Schedule LEDL – LED Lighting Service	18
10.	Schedule NSMR – Non-Standard Meter Rider	22
11.	Schedule NBR – Net Billing Rider for Renewable Energy Facilities	23
12.	Schedule IR – Interruptible Rate Rider	25
13.	Schedule PPR – Purchased Power for Renewable Energy Facilities	26
14.	Schedule PSR – Prepared Service Rider	27
15.	Schedule RER – Renewable Energy Rider	30

MILLER REBUTTAL EXHIBIT NO. 1
MODIFIED PROPOSED RATES
DOCKET NO. E-34, SUBS 54 & 55

New River Light and Power Company
Residential Service
Schedule "R"

Availability

Available to customers who are classified as residential customers; these being individual residential customers in residences, mobile homes, or individually metered apartments.

This schedule is not available for (1) breakdown, standby, or supplementary service, (2) temporary service, or (3) resale, except to lessors of real property who possess and deliver to the Company a Certificate of Authority to Resell Electric Service in accordance with Chapter 62, Section 110(h) of the General Statutes of North Carolina and Chapter 22 of the Rules and Regulations of the North Carolina Utilities Commission.

Type of Service

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

- Single Phase 120/240 volts, or
- Three Phase 120/208Y volts, or
- Other available voltages at the Company's option.

The type of service supplied will depend upon the voltage available. Prospective customers should ascertain the available supply voltage at the Company's office in Boone, NC, before purchasing equipment.

Motors of 5 hp or less shall be of single-phase service unless three-phase service is already available.

Monthly Rate Schedule "R"

Basic Facilities Charge	\$14.50 per month
Energy Charge:	
NRLP Distribution Charge	\$0.032612, per kWh
Wholesale Power Supply Charge	\$0.075663, per kWh

Deleted: 593
Deleted: 80008

Minimum Bill

The minimum monthly bill for service shall be \$14.50 (Basic Facilities Charge).

MILLER REBUTTAL EXHIBIT NO. 1
MODIFIED PROPOSED RATES
DOCKET NO. E-34, SUBS 54 & 55

Rider

The following rider is applicable to service supplied under this schedule. The currently approved kWh charges (increment or decrement) for the following rider will be added to the kWh Energy Charge shown above in the determination of the monthly bill.

PPAC&CACR - Purchased Power Adjustment Clause and Coal Ash Cost Recovery

Payment

Bills under this schedule are due and payable as of the billing date, or, if not received by said billing date, upon receipt. Bills are considered past due twenty-five (25) days after the billing date. Past due accounts are subject to disconnection after expiration of past due procedures. Bills that are past due will be assessed a one percent (1%) late payment charge.

Re-connection of service after disconnection will be made upon payment of bill in full. A reconnect charge of ~~\$25.00~~ will be applied during regular working hours and ~~\$60.00~~ \$11.50 per reconnect will be charged for reconnects made after regular working hours.

Regular working hours are between 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays).

MILLER REBUTTAL EXHIBIT NO. 1
MODIFIED PROPOSED RATES
DOCKET NO. E-34, SUBS 54 & 55

New River Light and Power Company
Commercial General Service
Schedule "G"

Availability

Available to customers who have commercial, general, or temporary service with a monthly usage demand less than 30 kW. In the event a customer billed on this schedule incurs a demand of 30 kW or more for two months during a twelve-month period, the customer will be served under the "Commercial Demand Service - Schedule GL"

This schedule is not available for (1) breakdown, standby, or supplementary service, or (2) for resale.

Type of Service

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

- Single Phase 120/240 volts, or
- Three Phase 120/208Y volts, or 277/480Y volts, or
- Other available voltages at the Company's option.

The type of service supplied will depend upon the voltage available. Prospective customers should ascertain the available supply voltage at the Company's office in Boone, NC, before purchasing equipment.

Motors of less than 5 hp may be single phase. All motors of more than 5 hp must be equipped with starting compensators and all motors of more than 25 hp must be of the slip ring type except that the Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

Monthly Rate Schedule "G"

Basic Facilities Charge	\$17.50 per month
Energy Charge:	
NRLP Distribution Charge	\$0.034373 per kWh
Wholesale Power Supply Charge	\$0.080309 per kWh

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MILLER REBUTTAL EXHIBIT NO. 1
MODIFIED PROPOSED RATES
DOCKET NO. E-34, SUBS 54 & 55

Minimum Bill

The minimum monthly bill for service shall be \$17.50 (Basic Facilities Charge).

Rider

The following rider is applicable to service supplied under this schedule. The currently approved kWh charges (increment or decrement) for the following rider will be added to the kWh Energy Charge shown above in the determination of the monthly bill.

PPAC&CACR Purchased Power Adjustment Clause and Coal Ash Cost Recovery

Payment

Bills under this schedule are issued on the last working day of the month, and due and payable as of the billing date, or, if not received by said billing date, upon receipt. Bills are considered past due on the 15th day of the month following the billing date. Bills are considered delinquent twenty-five (25) days after the billing date and will be assessed a one percent (1%) late payment charge. If any bill is not paid, the Company has the right to suspend service.

Re-connection of service after disconnection will be made upon payment of bill in full. A reconnect charge of ~~\$25.00 will be applied during regular working hours and \$60.00~~ \$11.50 per reconnect will be charged ~~for reconnects made after regular working hours.~~

~~Regular working hours are between 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays).~~

MILLER REBUTTAL EXHIBIT NO. 1
MODIFIED PROPOSED RATES
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New River Light and Power Company
Commercial Demand Service
Schedule "GL"

Availability

Available to customers who have commercial, general, or temporary service with a minimum monthly usage demand of 30 kW. In the event a customer billed on this schedule has a demand less than 30 kW for twelve consecutive months, the customer will be served under the "Commercial General Service -Schedule G".

This schedule is not available for (1) breakdown, standby, or supplementary service, or (2) for resale.

Type of Service

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

- Single Phase 120/240 volts, or
- Three Phase 120/208Y volts, or 277/480Y volts, or
- Other available voltages at the Company's option.

The type of service supplied will depend upon the voltage available. Prospective customers should ascertain the available supply voltage at the Company's office in Boone, NC, before purchasing equipment.

Motors of less than 5 hp may be single phase. All motors of more than 5 hp must be equipped with starting compensators and all motors of more than 25 hp must be of the slip ring type except that the Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

Monthly Rate Schedule "GL"

Basic Facilities Charge	\$30.00 per month
Demand Charge	
NRLP Distribution Charge	\$2.27 per kW
Wholesale Power Supply Charge	\$6.00 per kW

Energy Charge:

NRLP Distribution Charge	\$0.020171 per kWh
Wholesale Power Supply Charge	\$0.061207 per kWh

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MILLER REBUTTAL EXHIBIT NO. 1
MODIFIED PROPOSED RATES
DOCKET NO. E-34, SUBS 54 & 55

Minimum Bill

The minimum monthly bill for service shall be \$30.00 (Basic Facilities Charge).

Rider

The following rider is applicable to service supplied under this schedule. The currently approved kWh charges (increment or decrement) for the following rider will be added to the kWh Energy Charge shown above in the determination of the monthly bill.

PPAC&CACR Purchased Power Adjustment Clause and Coal Ash Cost Recovery

Payment

Bills under this schedule are issued on the last working day of the month, and due and payable as of the billing date, or, if not received by said billing date, upon receipt. Bills are considered past due on the 15th day of the month following the billing date. Bills are considered delinquent twenty-five (25) days after the billing date and will be assessed a one percent (1%) late payment charge. If any bill is not paid, the Company has the right to suspend service.

Re-connection of service after disconnection will be made upon payment of bill in full. A reconnect charge of ~~\$25.00~~ will be applied during regular working hours and ~~\$60.00~~\$11.50 per reconnect will be charged for reconnects made after regular working hours.

~~Regular working hours are between 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays).~~

MILLER REBUTTAL EXHIBIT NO. 1
MODIFIED PROPOSED RATES
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New River Light and Power Company
Commercial Demand High Load Factor Service
Schedule "GLH"

This Rate Schedule is Closed and No Longer Available

Availability

Available to customers who have commercial or general service with a monthly usage demand of 30 kW or more for two months and a monthly load factor of 65% or higher for six months over the previous twelve months. In the event a customer billed on this schedule has a demand less than 30 kW for twelve consecutive months, the customer will be served under the "Commercial General Service - Schedule G". In the event a customer's load factor falls below 65% for more than six months over the previous twelve consecutive months, the customer will be served under the "Commercial Demand Service - Schedule GL".

This schedule is not available for (1) breakdown, standby, or supplementary service, (2) for resale, or (3) for temporary service.

Type of Service

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

Single Phase	120/240 volts, or
Three Phase	208y/120 volts, or 480Y/277 volts, or
Three Phase	240, 480 volts

The type of service supplied will depend upon the voltage available. Prospective customers should ascertain the available supply voltage at the Company's office in Boone, NC, before purchasing equipment.

Motors of less than 5 hp may be single phase. All motors of more than 5 hp must be equipped with starting compensators and all motors of more than 25 hp must be of the slip ring type except that the Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

Monthly Rate Schedule "GLH"

Basic Facilities Charge	\$23.22 per month
Demand Charge	\$10.00 per kW
Energy Charge	\$0.051800 per kWh

MILLER REBUTTAL EXHIBIT NO. 1
MODIFIED PROPOSED RATES
DOCKET NO. E-34, SUBS 54 & 55

Minimum Bill

The minimum monthly bill for service shall be \$23.22 (Basic Facilities Charge).

Rider

The following rider is applicable to service supplied under this schedule. The currently approved kWh charges (increment or decrement) for the following rider will be added to the kWh Energy Charge shown above in the determination of the monthly bill.

PPAC&CACR Purchased Power Adjustment Clause and Coal Ash Cost Recovery

Payment

Bills under this schedule are issued on the last working day of the month, and due and payable as of the billing date, or, if not received by said billing date, upon receipt. Bills are considered past due on the 15th day of the month following the billing date. Bills are considered delinquent twenty-five (25) days after the billing date and will be assessed a one percent (1%) late payment charge. If any bill is not paid, the Company has the right to suspend service.

Re-connection of service after disconnection will be made upon payment of bill in full. A reconnect charge of ~~\$25.00~~ will be applied during regular working hours and ~~\$60.00~~ \$11.50 per reconnect will be charged for reconnects made after regular working hours.

~~Regular working hours are between 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays).~~

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New River Light and Power Company
ASU Campus Service
Schedule "A"

Availability

This schedule is available only for a single point of delivery for Appalachian State University's main campus location.

Type of Service

For the individual delivery points throughout the ASU Campus, the company will furnish 60 cycle service through one meter, at one delivery point, at one of the following approximate voltages where available:

Single Phase	120/240 volts, or
Three Phase	120/208Y volts, or 277/480Y volts, or
Three Phase	240, 480 volts
Three Phase	4160Y/2400, 12470Y/7200

The type of service supplied will depend upon the voltage available. Prospective customers should ascertain the available supply voltage at the Company's office in Boone, NC, before purchasing equipment.

Motors of less than 5 hp may be single phase. All motors of more than 5 hp must be equipped with starting compensators and all motors of more than 25 hp must be of the slip ring type except that the Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

Monthly Rate Schedule "A"

Distribution Facilities Charge	\$17.81 per kW
Power Demand Charge	\$7.87 per kW
Power Energy Charge	\$0.040870 per kWh

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Billing Demand for Distribution Facilities Charge

The average maximum 15-minute kW demand measured at the ASU Substation meters plus the kW demand measured at any on-site generation in excess of 10 kW serving ASU Campus load at the same time as the ASU Substation kW demand.

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Billing Demand for Power Demand Charge

The average maximum 15-minute kW demand measured at the ASU Substation meters.

Rider

The following rider is applicable to service supplied under this schedule. The currently approved kWh charges (increment or decrement) for the following rider will be added to the kWh Energy Charge shown above in the determination of the monthly bill.

PPAC&CACR Purchased Power Adjustment Clause and Coal Ash Cost Recovery

Payment

Bills under this schedule are issued on the last working day of the month, and due and payable as of the billing date, or, if not received by said billing date, upon receipt. Bills are considered past due on the 15th day of the month following the billing date. Bills are considered delinquent twenty-five (25) days after the billing date and will be assessed a one percent (1%) late payment charge. If any bill is not paid, the Company has the right to suspend service.

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MODIFIED PROPOSED RATES
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New River Light and Power Company
Security Lighting Service
Schedule "OL"

Availability

This service is available to all customers of the Company to be used to light outdoor areas, private streets, and driveways. The lighting units may be mercury vapor, sodium vapor, or metal halide bracket mounted on Company owned poles.

Service

Company shall provide all materials and install, operate, maintain, and provide energy required for illumination of the lighting units from dusk to dawn. The Company will offer as standard units the following lamps installed on wooden poles at the monthly rate approved by the North Carolina Utilities Commission:

<u>Fixtures</u>	<u>Mounting Arm</u>
100 Watt Sodium Vapor	Short Arm
175 Watt Mercury Vapor	Gooseneck
400 Watt Mercury Vapor	Cobra Head
150 Watt Sodium Vapor	Cobra Head
250 Watt Sodium Vapor	Cobra Head
400 Watt Metal Halide	Short Arm

Monthly charge per fixture identified by Schedule "OL" Tariff approved by Commission

Condition of Service

All facilities necessary to provide this service including fixtures, lamps, controls, poles, other structures, hardware, transformers, and conductors will be owned and maintained by the Company. The Company will replace burned-out lamps and otherwise maintain the luminaries during regular working hours as soon as practicable following notification by the Customer of the necessity.

All Customers must enter into a contract with the Company prior to the Company providing requested service.

All Customers will provide deposit security of 50% of the charges, based on the current retail rate, for the contract period unless Customer owns the premises, provide a guarantor and/or has through payment history established a good credit rating as defined by having no more than two (2) delinquent payments during preceding twelve (12) months. Company will pay interest on the deposit at an annual rate of 8% beginning with the 91st day of service.

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Should Customer request termination of service prior to completing contract time, Customer will be responsible for payment of charges for the remaining months using the monthly rate at the time contract was signed. This payment is due in lump sum at the time of requesting discontinuance of service.

Temporary Service

Request for temporary lighting which includes seasonal customer, carnivals, flea markets, fairs, etc. will be available at the Company's option. The Customer will be subject to an in-and-out charge, which will consist of the labor to install and remove, material installed less the anticipated value at removal, to be paid in advance. No contract will be required for service.

Monthly Rate

Lighting Fixtures and Poles

Monthly Charge

175 Watt Mercury Vapor	\$ 13.44	Deleted: 12.86
400 Watt Mercury Vapor TV	\$ 26.03	Deleted: 24.71
150 Watt Sodium Vapor Cobra Head	\$ 14.36	Deleted: 13.86
250 Watt Sodium Vapor Cobra Head	\$ 19.62	Deleted: 18.79
250 Watt Sodium Vapor Shoebox	\$ 22.00	Deleted: 21.17
400 Watt Metal Halide Cobra Head	\$ 28.45	Deleted: 27.13
400 Watt Metal Halide Flood TV	\$ 28.80	Deleted: 27.48
400 Watt Metal Halide Shoebox	\$ 30.78	Deleted: 29.45
250 Watt Metal Halide Cobra Head	\$ 20.31	Deleted: 19.48
250 Watt Metal Halide Decashield	\$ 20.01	Deleted: 19.18
150 Watt SV TOB	\$ 7.10	Deleted: 6.61
175 Watt MV TOB	\$ 8.30	Deleted: 7.71
250 Watt SV TOB	\$ 11.85	Deleted: 11.02
250 Watt Metal Halide TOB	\$ 11.85	Deleted: 11.02
400 Watt MV TOB	\$ 18.95	Deleted: 17.63
400 Watt SV TOB	\$ 18.95	Deleted: 17.63
400 Watt Metal Halide TOB	\$ 18.95	Deleted: 17.63
750 Watt SV TOB	\$ 35.53	Deleted: 33.06
Shakespeare Fiberglass Bronze Poles	\$ 12.83	
30' Wood Pole	\$ 4.33	

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Rider

The following rider is applicable to service supplied under this schedule. The currently approved kWh charges (increment or decrement) for the following rider will be added to the monthly fixture charges based on the estimated kWh usage per light fixture.

PPAC&CACR- Purchased Power Adjustment Clause and Coal Ash Cost Recovery

Payment

Bills under this schedule are due and payable as of the billing date, or, if not received by said billing date, upon receipt. Bills are considered past due twenty-five (25) days after the billing date. Past due accounts are subject to disconnection after expiration of past due procedures. Bills that are past due will be assessed a one percent (1%) late payment charge.

Re-connection of service after disconnection will be made upon payment of bill in full. A reconnect charge of ~~\$25.00~~ will be applied during regular working hours and ~~\$60.00~~ \$11.50 per reconnect will be charged for reconnects made after regular working hours.

Regular working hours are between 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays).

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New River Light and Power Company
Purchased Power Adjustment Clause and Coal Ash Cost Recovery Rider
Schedule "PPAC&CACR"

Since January 1, 2021, New River Light & Power Company ("NRLP") has received wholesale power supply from Carolina Power Partners LLC ("CPP"). Prior to receiving wholesale power supply from CPP, NRLP received wholesale power supply from Blue Ridge Electric Membership Corporation ("BREMCO") which, in turn, receives power supply from Duke Energy Carolinas ("DEC"). The cost of wholesale power from DEC was passed through to NRLP from BREMCO.

Purchased Power Adjustment Clause

Service supplied under NRLP's rate schedules are subject to approved purchased power cost adjustments, if any, over or under the rate set forth in the approved rate schedules. Adjustments are made pursuant to North Carolina General Statute 62-133.2 and North Carolina Utilities Commission Rule R8-55 as ordered by the North Carolina Utilities Commission.

All electric services supplied under NRLP's rate schedules are subject to an increment per kWh as periodically filed by NRLP and approved by the North Carolina Utilities Commission.

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Coal Ash Cost Recovery

Effective July 1, 2017, the power supply agreement between DEC and BREMCO was amended to allow recovery of costs to comply with (i) the North Carolina Coal Ash Management Act 2014 N. C. Sess. Laws 122; 2014 N.C. Ch. 122; 2013 N. C. SB 729, as amended June 2015 by the Mountain Energy Act, N. C. SB716 as further amended by the Drinking Water Protection/Coal Ash Cleanup Act, House Bill 603/S.L. 2016-95, and (ii) The Hazardous and Solid Waste Management System: Disposal of Coal Combustion Residuals from Electric Utilities promulgated by the United States Environmental Protection Agency and published on April 17, 2015, 80 Fed. Reg 21302, as may be amended from time to time ("Coal Ash Costs").

This Coal Ash Cost Recovery ("CACR") provides for a charge or credit to NRLP's customers to recover charges from BREMCO for recovery of DEC's Coal Ash Costs. This Schedule CACR is applicable to all NRLP Rate Schedules. This adjustment is not included in the rate schedules of NRLP and therefore, must be applied to the bill as periodically filed by NRLP and approved by the North Carolina Utilities Commission.

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New River Light and Power Company
Miscellaneous Service Charges
Schedule "MS"

Deposit:

The Company may require a deposit before beginning service or before reestablishing service or in the event of a material change of circumstances as allowed by the Rules and Regulations of the North Carolina Utilities Commission (Commission). The amount of the deposit and the interest paid on deposits will be in accordance with the Rules and Regulations of the Commission. The Company may require an increase or allow a decrease in the deposit if changes occur in the amount of bills rendered to the Customer. The Company may refund a deposit at any time. When service is discontinued, the Company will refund the deposit plus any accumulated interest, less any unpaid bills.

Connect Charge:

When the Company first supplies electricity under any rate schedule, the Customer shall pay the Company a connection charge of \$11.50. This charge shall become a part of the first bill rendered to Customer for electricity supplied at such premises. The connection charge applies to any new service set up which requires a field trip to read the meter, install a meter, connect a meter or install new facilities.

Connect Charge Commercial Temporary:

When the Company supplies temporary electricity under Schedule G or Schedule GL, the Customer shall pay the Company a connection charge of \$15.00. This charge shall become a part of the first bill rendered to Customer for electricity supplied at such premises. The connection charge applies to any commercial temporary service which requires a field trip to read the meter, install a meter, connect a meter or install new facilities.

Reconnect Fee:

In case of discontinuance of service for any reason except repairs or other necessary work by the Company, the Customer shall pay the Company a reconnect charge of \$11.50 before service will be restored, as follows:

~~Regular Working Hours — If reconnect service is between 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays), the fee will be \$25.00.~~

~~After Regular Working Hours — If reconnect service is during the evenings, weekends or holidays, the fee will be \$60.00.~~

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Returned Payment Fee:

When a check, electronic check, bank draft, debit card or credit card tendered for payment of a Customer's account, is subsequently returned by a financial institution due to a failure of the issuer's financial institution to honor the payment for good and sufficient reason, a \$21.00 fee will be charged to the Customer for each such returned payment. The Company, at its option for good cause, may refuse to accept a check, electronic check, debit card, or credit card tendered as payment on a Customer's account.

Extra Facilities Charge:

At the request of the Customer, the Company will furnish, install, own and maintain facilities which are in addition to those necessary for delivery of service at one point, through one meter, at one voltage, in accordance with the applicable rate schedule. Such additional facilities will be in accordance with the following provisions:

1. "Extra Facilities" shall consist of the following as may be required: voltage regulators, circuit breakers, duplicate service, transformers, substations, connecting lines, off-site facilities or other equipment installed for the use of the contracting Customer, other than facilities which the Company would furnish to the Customer without cost under its applicable rate schedule.
2. The monthly "Extra Facilities Charge" shall be equal to 0.9% of the installed cost of the facilities, but not less than \$25, shall be billed to the Customer in addition to the billing for energy, or for demand plus energy, in accordance with the applicable rate schedule.
3. The "installed cost of extra facilities" shall be the original cost of material used, including spare equipment, if any, plus applicable labor, transportation, stores, tax, engineering and general expenses, all estimated if not known.

The Company shall have the option of refusing requests for extra facilities if, on its own determination, the requested facilities are not feasible, or may adversely affect the Company's service to other customers.

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New River Light and Power Company
LED Lighting Service
Schedule "LEDL"

Availability

This service is available to all customers of the Company to be used to light outdoor areas, private streets, and driveways.

Condition of Service

All facilities necessary to provide this service including fixtures, lamps, controls, poles, other structures, hardware, transformers, and conductors will be owned and maintained by the Company unless otherwise noted. For all Company owned facilities, the Company will replace burned-out lamps and otherwise maintain the luminaries during regular working hours as soon as practicable following notification by the Customer of the necessity.

All Customers must enter into a contract with the Company prior to the Company providing requested service.

All Customers will provide deposit security of 50% of the charges, based on the current retail rate, for the contract period unless Customer owns the premises, provide a guarantor and/or has through payment history established a good credit rating as defined by having no more than two (2) delinquent payments during preceding twelve (12) months. Company will pay interest on the deposit at an annual rate of 8% beginning with the 91st day of service.

Should Customer request termination of service prior to completing contract time, Customer will be responsible for payment of charges for the remaining months using the monthly rate at the time contract was signed. This payment is due in lump sum at the time of requesting discontinuance of service.

Temporary Service

Request for temporary lighting which includes seasonal customer, carnivals, flea markets, fairs, etc. will be available at the Company's option. The Customer will be subject to an in-and-out charge, which will consist of the labor to install and remove, material installed less the anticipated value at removal, to be paid in advance. No contract will be required for service.

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Monthly Rate Schedule "LEDL"

Lighting Fixtures and Poles

Monthly Charge

50 Watt Yard Light (No Longer Available)	\$ 4.74	Deleted: 4.57
96 Watt LED TV Bronze	\$ 10.75	Deleted: 10.43
101 Watt LED Bronze Cobra Head	\$ 13.26	Deleted: 12.93
110 Watt LED (No Longer Available)	\$ 8.32	Deleted: 7.96
119 Area Light LED Shoebox (No Longer Available)	\$ 11.58	Deleted: 11.19
160 Watt Cobra Head LED	\$ 12.69	Deleted: 12.16
20 Watt LED TOB	\$ 0.95	Deleted: 0.88
27 Watt LED TOB	\$ 1.28	Deleted: 1.19
40 Watt LED TOB	\$ 1.89	Deleted: 1.76
50 Watt LED TOB	\$ 2.37	Deleted: 2.20
80 Watt LED TOB	\$ 3.79	Deleted: 3.53
92 Watt LED TOB	\$ 4.36	Deleted: 4.06
100 Watt LED TOB	\$ 4.73	Deleted: 4.41
106 Watt LED TOB	\$ 5.02	Deleted: 4.67
110 Watt LED TOB	\$ 5.21	Deleted: 4.85
120 Watt LED TOB	\$ 5.69	Deleted: 5.29
136 Watt LED TOB	\$ 6.45	Deleted: 6.00
150 Watt LED TOB	\$ 7.10	Deleted: 6.61
180 Watt LED TOB	\$ 8.53	Deleted: 7.93
Shakespeare Fiberglass Bronze Poles	\$ 12.83	
30' Wood Pole	\$ 4.33	

Rider

The following rider is applicable to service supplied under this schedule. The currently approved kWh charges (increment or decrement) for the following rider will be added to the monthly fixture charges based on the estimated kWh usage per light fixture.

PPAC&CACR Purchased Power Adjustment Clause and Coal Ash Cost Recovery

Payment

Bills under this schedule are due and payable as of the billing date, or, if not received by said billing date, upon receipt. Bills are considered past due twenty-five (25) days after the billing date. Past due accounts are subject to disconnection after expiration

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of past due procedures. Bills that are past due will be assessed a one percent (1%) late payment charge.

Re-connection of service after disconnection will be made upon payment of bill in full. A reconnect charge of ~~\$25.00~~ will be applied during regular working hours and ~~\$60.00~~ \$11.50 per reconnect will be charged for reconnects made after regular working hours.

Regular working hours are between 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays).

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New River Light and Power Company
Non-Standard Meter Rider
Schedule "NSMR"

Availability

Available to customers of New River Light & Power Company (NRLP).

Applicability

This Rider is available on a voluntary basis to customers who elect to have a non-standard meter that requires a manual meter read in lieu of a standard AMI meter which does not require a manual meter read ("Opt-Out Customer"). Customers who fail to provide reasonable access to premises, request to Opt-Out or otherwise prevent replacement of the non-standard meter with a standard AMI meter shall be deemed to have elected to take service under Rider NSMR, provided they are not prohibited from doing so pursuant to the "Limitation of Service" provision of this NSMR. Service under this schedule shall be provided with a non-communicating meter of NRLP's choice.

Limitation of Service

This Rider is available to customers who have not tampered with the electric meter service or used service in a fraudulent or unauthorized manner. This Rider will remain available as long as non-standard meter options are reasonably available and are supported by the manufacturers.

Charges

All charges and provisions of the Opt-Out Customer's otherwise applicable electric service rate schedule shall apply. In addition, Opt-Out Customers who elect service under this Rider will be charged an Initial Setup Fee and a recurring Monthly Surcharge.

Initial Setup Fee: \$77.00

Monthly Surcharge: \$14.25

Term of Service

Service under this Rate Schedule NSMR shall be for a minimum of one (1) billing period. An Opt-Out Customer wishing to discontinue this service will be subject to the current Reconnect Fee to reinstate the customer into NRLP's standard metering service.

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New River Light and Power Company
Net Billing Rider for Renewable Energy Facilities
Schedule "NBR"

Availability

This Rider is available to Customers on New River Light and Power Company's (NRLP) Rate Schedules R, G and GL who operate a photovoltaic (PV) generation source of energy that is installed on the Customer's side of the delivery point, for the Customer's own use, and interconnected with and operated in parallel with the Company's distribution system.

The rated AC capacity of the PV generation source shall not be designed to exceed the Customer's anticipated annual peak kilowatt demand or 20 kilowatts (kW) for a residential system or 1,000 kW for a non-residential system, whichever is less. Any PV generation source connected in parallel operation with service from NRLP and located on the Customer's premises must be manufactured, installed, and operated in accordance with all applicable government regulatory and industry standards and must fully conform with the NRLP's applicable interconnection standards.

Monthly Rate

The bill amount will be computed under the applicable rate schedule, including any other applicable riders. Energy Charges (or Credits) shall be based on the net kilowatt hours (kWh) purchased from or delivered to NRLP for the bill month. For any bill month during which the Energy Charges are a net credit, the respective Energy Charges for the month shall be zero. Any Energy Credits shall carry forward on the following month's bill. Effective on January 1 of each year, any accrued credit will be reset to zero. Credits shall not offset the Basic Facilities Charge or the Demand Charge.

NRLP will also charge Customer a Standby Supplemental Charge (SSC) for distribution facilities required to serve the Customer's full load at times when the PV generation energy source is not available. The monthly bill amount to Customer under this NBR Rider will include an SSC.

Standby Supplemental Charge: ~~A monthly~~ per kW ~~charge applied to the~~ AC nameplate capacity of the PV generation energy source installed ~~will be applied as follows:~~

- ~~Customers receiving service under Schedule R - \$6.02 per kW~~
- ~~Customers receiving service under Schedule G - \$6.56 per kW~~
- ~~Customers receiving service under Schedule GL - \$3.64 per kW~~

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MILLER REBUTTAL EXHIBIT NO. 1
MODIFIED PROPOSED RATES
DOCKET NO. E-34, SUBS 54 & 55

Any renewable energy credits (RECs) associated with electricity delivered to the grid by the Customer under Schedule NBR shall be retained by the Customer.

Rider Requirements and Conditions

1. The Customer must complete an interconnection request and submit same to NRLP prior to receiving service under this Rider.
2. In the event NRLP determines that it is necessary to install a dedicated transformer or other equipment to protect the safety and adequacy of electric service provided to other customers, the Customer shall pay an Extra Facilities Charge as identified in NRLP's Schedule MS.
3. By subscribing to this Rider, the Customer grants NRLP access to Customer's property and premises as necessary to test the Customer's PV generation energy source for compliance with the applicable interconnection standards of NRLP. Should it be determined that the Customer's installation is in violation, NRLP will disconnect the PV generation energy source from NRLP's distribution system. The PV generation energy source will remain disconnected until the installation is brought back into compliance.
4. If the Customer is not the owner of the premises receiving electric service from NRLP, the owner of the premises, at NRLP's request, must give satisfactory written approval of the Customer's acceptance of service under this Rider.

Contract Period

The Initial Period for service under this Rider shall be one year and thereafter shall be automatically renewed for successive one-year periods. After the initial period, the Customer may terminate service under this Rider by giving at least sixty (60) days prior written notice to NRLP of such termination. NRLP may terminate this service under the terms of the Customer's applicable Rate Schedule or for violation of any requirement or condition of this Rider.

MILLER REBUTTAL EXHIBIT NO. 1
MODIFIED PROPOSED RATES
DOCKET NO. E-34, SUBS 54 & 55

New River Light and Power Company
Interruptible Rate Rider
Schedule "IR"

Availability

This Rider is available in conjunction with New River Light and Power Company's (NRLP) Rate Schedule GL to Customers who have the ability to interrupt all or a portion of their connected load to NRLP's system.

The Customer must have a total load requirement of at least 2 MW and have the ability to curtail at least 75% of its electric load.

Monthly Interruptible Rate

If the Customer is successful in reducing its demand from NRLP's system during the actual hour of NRLP's monthly coincident peak (CP) demand for purposes of calculating its capacity costs from Carolina Power Partners, the customer will receive a credit of \$14.26 per kW of load reduced at the time of CP. NRLP will assist the Customer with estimating these CP times each month to reduce the number of curtailable hours but does not guarantee that the Customer's demand will be reduced on the actual CP hour for each month. The calculation of this credit will be determined no later than the 15th of the month following the month of curtailment.

The payment of any credit under Schedule IR will occur only in the event that the Customer is able to curtail load at the time of the coincident peak. No credits will be paid if the Customer is unable to curtail or if the curtailment does not align with the coincident peak.

MILLER REBUTTAL EXHIBIT NO. 1
MODIFIED PROPOSED RATES
DOCKET NO. E-34, SUBS 54 & 55

New River Light and Power Company
Purchased Power from Renewable Energy Facilities (a.k.a. Buy All / Sell All)
Schedule "PPR"

Availability

This Schedule is available to Sellers who operate a photovoltaic (PV) generation energy source in parallel with New River Light and Power Company's (NRLP) system. The Seller's PV generation energy source must be located at a site that would allow interconnection with NRLP's distribution system.

The rated AC capacity of the PV generation energy source shall not be designed to exceed 1,000 kilowatts (kW). The PV generation energy source connected in parallel operation with NRLP must be manufactured, installed, and operated in accordance with all applicable government regulatory and industry standards and must fully conform with the NRLP's applicable interconnection standards.

For generation facilities, other than those described above, that fall under the definition of Qualifying Facilities as defined by the Federal Energy Regulatory Commission's Order No. 70 under Docket No. RM79-54 and 18 C.F.R. §§ 292.203, 292.204, and 292.205, the reimbursement for purchased power from these other Qualifying Facilities is based on NRLP's Schedules Rate SPP Demand, Rate SPP No Demand and Rate SP Fixed as established by North Carolina Utilities Commission.

Type of Service

NRLP will receive 60 cycle service through one meter, at one delivery point, at one of the following approximate voltages where available:

- Single Phase 120/240 volts, or
- Three Phase 120/208Y volts, or
- Other available voltages at NRLP's option.

The type of service supplied will depend upon the voltage available. Prospective Sellers should ascertain the available system voltage at NRLP's office in Boone, NC, before purchasing equipment.

Monthly Rate

NRLP shall pay for energy delivered to NRLP under this Schedule at the energy credits set forth below.

Energy Credit: \$0.061932 per kWh per month.

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MILLER REBUTTAL EXHIBIT NO. 1
MODIFIED PROPOSED RATES
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This Energy Credit is subject to change with each of NRLP's future Purchased Power Adjustment Clause filings as referenced in NRLP's Schedule "PPAC&CACR".

Any renewable energy credits (RECs) associated with electricity delivered to the grid by the Customer under Schedule PPR shall be retained by the Customer.

Rider Requirements and Conditions

1. The Seller must complete an interconnection request and submit same to NRLP prior to receiving service under this Schedule.
2. In the event NRLP determines that it is necessary to install a dedicated transformer or other equipment to protect the safety and adequacy of electric service provided to other customers, the Seller shall pay an Extra Facilities Charge as identified in NRLP's Schedule MS.
3. By subscribing to this Rider, the Customer grants NRLP access to Customer's property and premises as necessary to test the Seller's PV generation energy source for compliance with the applicable interconnection standards of NRLP. Should it be determined that the Seller's installation is in violation, NRLP will disconnect the PV generation energy source from NRLP's distribution system. The PV generation energy source will remain disconnected until the installation is brought back into compliance.
4. If the Seller is not the owner of the premises where the PV generation energy source is located, the owner of the premises, at NRLP's request, must give satisfactory written approval of the Seller's acceptance of service under this Schedule.

Contract Period

The Initial Period for service under this Schedule shall be one year and thereafter shall be automatically renewed for successive one-year periods. After the initial period, the Seller may terminate service under this Schedule by giving at least sixty (60) days prior written notice to NRLP of such termination. NRLP may terminate this service under the terms of the Customer's applicable Rate Schedule or for violation of any requirement or condition of this Rider.

Miller Rebuttal Exhibit No. 2
Docket No. E-34 subs 54 & 55

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JUN 23 2023

Member Type	Account Name	Total Number of Electric Customers*	AMI- Deployed	Published Buy All/ Sell All	Published Net Metering or Net Billing	Prepay
Member - NCMPA1	Cherryville	2,462	AMI	Buy All/ Sell All		
Member - NCMPA1	Landis	3,498	AMI	Buy All/ Sell All		
Member - NCMPA1	Lincolnton	3,056	AMI	Buy All/ Sell All		
Member - NCMPA1	Statesville	13,902	AMI	Buy All/ Sell All		
Member - NCMPA1	Newton	4,585	AMI	Buy All/ Sell All		
Member - NCMPA1	Bostic	198		Buy All/ Sell All		
Member - NCMPA1	Granite Falls	2,507		Buy All/ Sell All	Net Billing	
Member - NCMPA1	Drexel	1,229		Buy All/ Sell All		
Member - NCMPA1	Gastonia	29,120		Buy All/ Sell All		
Member - NCMPA1	High Point	41,905		Buy All/ Sell All		
Member - NCMPA1	Lexington	19,319		Buy All/ Sell All		
Member - NCMPA1	Albemarle	12,314		Buy All/ Sell All		
Member - NCMPA1	Cornelius	3,953		Buy All/ Sell All		
Member - NCMPA1	Huntersville	7,265		Buy All/ Sell All		
Member - NCMPA1	Morganton	8,465		Buy All/ Sell All		
Member - NCMPA1	Shelby	8,503		Buy All/ Sell All		
Member - NCMPA1	Pineville	3,818		Buy All/ Sell All		
Member - NCMPA1	Maiden	1,186		Buy All/ Sell All		
Member - NCMPA1	Monroe	11,079			Net Billing	
Member - NCEMPA	La Grange	1,692	AMI	Buy All/ Sell All		Yes
Member - NCEMPA	Kinston	11,801	AMI	Buy All/ Sell All		
Member - NCEMPA	New Bern	23,011	AMI	Buy All/ Sell All		Yes
Member - NCEMPA	Benson	1,971	AMI	Buy All/ Sell All		Yes
Member - NCEMPA	Hertford	1,184	AMI			
Member - NCEMPA	Southport	3,116	AMI			
Member - NCEMPA	Wilson	35,218	AMI		Net Billing	Yes
Member - NCEMPA	Ayden	4,347	AMI	Buy All/ Sell All		
Member - NCEMPA	Farmville	2,937	AMI	Buy All/ Sell All		Yes
Member - NCEMPA	Red Springs	1,702	AMI	Buy All/ Sell All		
Member - NCEMPA	Selma	2,857	AMI	Buy All/ Sell All		
Member - NCEMPA	Smithfield	4,418	AMI	Buy All/ Sell All		
Member - NCEMPA	Tarboro	6,255	AMI		Net Billing	
Member - NCEMPA	Elizabeth City	15,782	AMI	Buy All/ Sell All		
Member - NCEMPA	Laurinburg	5,523	AMI	Buy All/ Sell All		
Member - NCEMPA	Clayton	7,361	AMI	Buy All/ Sell All		
Member - NCEMPA	Wake Forest	6,647	AMI	Buy All/ Sell All		Yes
Member - NCEMPA	Hamilton	258				
Member - NCEMPA	Robersonville	980				
Member - NCEMPA	Scotland Neck	1,381				
Member - NCEMPA	Edenton	4,146		Buy All/ Sell All		
Member - NCEMPA	Pikeville	500				
Member - NCEMPA	Belhaven	1,049				
Member - NCEMPA	Hobgood	267				
Member - NCEMPA	Rocky Mount	28,657		Buy All/ Sell All		
Member - NCEMPA	Fremont	798			Net Billing	
Member - NCEMPA	Hookerton	428			Net Billing	
Member - NCEMPA	Louisburg	1,984				
Member - NCEMPA	Greenville Utilities Commission	69,981			Net Billing	
Member - NCEMPA	Lumberton	11,253		Buy All/ Sell All		
Member - NCEMPA	Washington	13,872		Buy All/ Sell All		
Member - NCEMPA	Apex	25,135			Net Metering	
Member - NC Ind.	Concord	32,737	AMI	Buy All/ Sell All		
Member - NC Ind.	Kings Mountain	5,078	AMI			
Member - NC Ind.	New River Light and Power	8,538	AMI		Net Billing	Yes
Member - NC Ind.	Fayetteville Public Works Comm.	83,906	AMI		Net Billing	
Member - NC Ind.	Fountain	300				

Miller Rebuttal Exhibit No. 2
Docket No. E-34 subs 54 & 55

Member Type	Account Name	Total Number of Electric Customers*	AMI-Deployed	Published All/ Sell All	Buy	Published Net Metering or Net Billing	Prepay
Member - NC Ind.	Enfield	1,263					
Member - NC Ind.	Dallas	3,753					
Member - NC Ind.	Winterville	3,123					
Member - NC Ind.	Macclesfield	263					
Member - NC Ind.	Lucama	1,163					
Member - NC Ind.	Forest City	4,130					
Member - NC Ind.	Pinetops	727					
Member - NC Ind.	Stantonsburg	1,223					
Member - NC Ind.	Windsor	1,737					
Member - NC Ind.	Walstonburg	133					
Member - NC Ind.	Waynesville	3,084					
Member - NC Ind.	Sharpsburg	1,170					
Total			26	36	10	7	
% of reported Utilities			38.2%	52.9%	14.7%	10.3%	