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December 5, 2022

Ms. A. Shonta Dunston  
Chief Clerk  
North Carolina Utilities Commission  
430 N. Salisbury Street  
Raleigh, NC 27603

Via Electronic Submittal

**Re: In the Matter of**  
**Biennial Determination of Avoided Cost Rates for Electric Utility**  
**Purchases from Qualifying Facilities -- 2021**  
**Docket No. E-100, Sub 175**  
***Western Carolina University's Compliance Filing of Rates and Contracts***

Dear Ms. Dunston:

Under cover of this letter and at the request of Western Carolina University (WCU), we herewith provide WCU's Compliance Filing of Rates and Contracts, as required by Commission's November 22, 2022, Order Establishing Standard Rates and Contract Terms for Qualifying Facilities, ordering paragraph number 29.

The Rates and Contracts, as approved in NCUC docket E-100, Sub 167, have been redlined to show the changes approved in E-100, Sub 175, and a clean version of same is also herewith provided as required.

If you should have any questions concerning this filing, please let me know.

Thank you and your staff for your assistance.

Sincerely,  
*/s/ David T. Drooz*  
David T. Drooz  
Attorney for  
Western Carolina University

pbb  
Enclosures

A Pennsylvania Limited Liability Partnership

California Nevada Colorado New Jersey Delaware New York District of Columbia North Carolina Florida Oklahoma Georgia Pennsylvania Illinois South Carolina Massachusetts Texas Minnesota Washington Missouri

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Dec 05 2022



Fox Rothschild <sup>LLP</sup>  
ATTORNEYS AT LAW

Ms. A. Shonta Dunston  
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cc: All parties and counsel of record  
NC Public Staff

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Dec 05 2022



EXHIBIT WCU-1  
DOCKET E-100 SUB 175

WESTERN CAROLINA UNIVERSITY  
 SMALL POWER SUPPLIER REIMBURSEMENT FORMULA  
~~FOR TOTAL AGGREGATE LOADS FOR WCU UP TO 1 MW~~  
(VARIABLE RATE WITH DEMAND CREDIT)

Rate SPP DEMAND

$$MPSS = ((CER \times CES)) + (CDR \times CDA) - \$25.00$$

~~In June of each year through 2022, a true-up of estimated demand and energy will occur, thereby resulting in a charge or a credit to the small power supplier. The formula for this charge or credit will be applied in July of each year and is as follows:~~

$$\text{True-Up} = (PPAER \times PES) + (PPADR \times PDA)$$

MPSS = Monthly payment to Small Power Production Supplier.

CER = ~~Estimated annual energy rate per KWH. Current month Energy Rate per KWH, as shown on the University's current bill from its supplier, Duke Energy Carolinas in 2021 and CPP in 2022 and thereon.~~

CES = Current month Energy Supplied, in KWH, by the Small Power Production Supplier as defined as the most recent billing cycle energy produced by the Supplier.

~~PES = Previous calendar year energy supplied, in KWH, by the Small Power Production Supplier.~~

CDR = Current month Demand Rate per KW, as shown on the University's current bill from its supplier, Carolina Power Partners, Duke Energy Carolinas (DEC) in 2021 and CPP in 2022 and beyond.

CDA = Actual demand avoided as a result of the KW supplied by the Small Power Production Supplier. Estimated 12-month demand avoided as a result of the KW supplied by the Small Power Production Supplier.

~~PPAER = the difference between the previous years monthly energy rate per kWh and the adjusted energy rate per kWh, as shown on annual workpapers provided by Duke Energy Carolinas in June of each year for 2021. There is no true-up with CPP so the amount of PPAER credited in each month is the amount provided to the customer.~~

~~The above stated true-up is applicable only through 2021 and will be true-up in July 2022 as WCU's contract with DEC ends on Jan. 1, 2022. CPP does not have an annual true-up.~~

EXHIBIT WCU-1  
DOCKET E-100 SUB 175

~~PPADR = the difference between the previous years monthly demand rate per kW and the adjusted demand rate per kW, as shown on annual workpapers provided by Duke Energy Company in June of each year. There is no true-up with CPP so the amount of PPADR credited in each month is the amount provided to the customer.~~

~~PDA = the difference between the estimated 12-month demand avoided (CDA) and the 12-month actual demand for the previous calendar year.~~

\$25 = A charge of \$25.00 for meter reading, billing and administrative overhead.

MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit and the Demand Credit reduced by a special meter reading and billing of \$25.00.

Any changes in the ~~Duke Energy or the~~ CPP wholesale cost of power will necessarily require a revision in the provisions of the above Schedule.

EXHIBIT WCU-2  
DOCKET E-100 SUB 175

WESTERN CAROLINA UNIVERSITY  
 SMALL POWER SUPPLIER REIMBURSEMENT FORMULA  
VARIABLE RATE WITH NO DEMAND CREDIT  
~~FOR TOTAL AGGREGATE LOADS FOR WCU UP TO 1 MW~~  
 (WITH DEMAND CREDIT)

Rate SPP NO DEMAND

$$\text{MPSS} = (\text{CER} \times \text{CES}) - \$8.25$$

~~In June of each year, a true-up of estimated energy will occur, thereby resulting in a charge or a credit to the small power supplier. The formula for this charge or credit will be applied in July of each year and is as follows:~~

$$\text{True-Up} = (\text{PPAER} \times \text{PES})$$

MPSS = Monthly payment to Small Power Production Supplier.

~~CER = Estimated annual energy rate per KWH. Current month Energy Rate per KWH, as shown on the University's current bill from its major supplier, Duke Energy Co. for 2021, and CPP for 2022 and beyond.~~

CES = Current month Energy Supplied, in KWH, by the Small Power Production Supplier.

~~The above stated true-up is applicable only through 2021 and will be true-up in July 2022 as WCU's contract with DEC ends on Jan. 1, 2022. CPP does not have an annual true-up.~~

~~PPAER = Purchased Power Adjustment Energy Rate per KWH, as shown on annual workpapers provided by Duke Energy Company in June of each year.~~

~~PES = Previous years Energy Supplied, in KWH, by the Small Power Production Supplier.~~

\$8.25 = A charge of \$8.25 for meter reading and administrative overhead.

MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit reduced by a meter reading and billing charge of \$8.25.

Any changes in the ~~Duke Energy wholesale cost of power or the~~ CPP wholesale cost of power will necessarily require a revision in the provisions of the above Schedule.

EXHIBIT WCU-3

~~WESTERN CAROLINA UNIVERSITY  
SMALL POWER PRODUCTION SUPPLIER REIMBURSEMENT FORMULA  
FOR TOTAL AGGREGATE LOADS FOR WCU OVER 1 MW SEEKING VARIABLE  
RATES~~

~~For all renewable or PURPA-qualified loads in excess of a cumulative total of 1 MW on the WCU system, the university will adopt the then-current Duke Energy PP(NC) rates. The attached rates represent the Duke Energy PP(NC) rates in place at the time of the filing. If/when the PP(NC) rates change, the rates for small power production for WCU cumulative loads over 1 MW will correspondingly change as well.~~

EXHIBIT WCU-34  
DOCKET E-100 SUB 175

WESTERN CAROLINA UNIVERSITY  
SMALL POWER PRODUCTION SUPPLIER REIMBURSEMENT FORMULA  
FOR ~~TOTAL AGGREGATE~~ LOADS FOR ~~WCU OVER 1 MW~~ SEEKING LONG-  
TERM FIXED RATES

SPP-FIXED

~~For all renewable or PURPA-qualified loads in which the renewable generator wishes to obtain fixed long-term rates, the university will adopt the then-current Duke Energy-PP(NC) rates. The attached rates represent the Duke Energy-PP(NC) rates in place at the time of the filing. If/when the PP(NC) rates change, the rates for small power production for WCU cumulative loads over 1 MW will correspondingly change as well.~~

MPSS = ((CER X CES) + (CDR X CDA)) - \$25.00

MPSS = Monthly payment to Small Power Production Supplier.

CER = Estimated annual energy rate per KWH.

CES = Current month Energy Supplied, in KWH, by the Small Power Production Supplier as defined as the most recent billing cycle energy produced by the Supplier.

CDR = Average demand rate per KW over the length of the requested term of the proposed term (5 years, 10 years, 15 years)

CDA = Actual demand avoided as a result of the KW supplied by the Small Power Production Supplier.

\$25 = A charge of \$25.00 for meter reading, billing and administrative overhead.

MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit and the Demand Credit reduced by a special meter reading and billing of \$25.00.

Any changes in the CPP wholesale cost of power will necessarily require a revision in the provisions of the above Schedule.



EXHIBIT WCU-45  
DOCKET E-100 SUB 175

PURCHASED POWER AGREEMENT FOR ~~AGGREGATE~~ WCU LOADS  
~~TOTALLING LESS THAN ONE MW~~

THIS AGREEMENT executed in duplicate is made this \_\_\_\_\_ day of  
-- 20\_, by between WESTERN CAROLINA UNIVERSITY, Cullowhee, North  
Carolina (the "University"), a party of the first part, and \_\_\_\_\_ (the  
"Supplier"), party of the second part.

In consideration of the mutual covenants herein contained, the parties hereto, for  
themselves, their successors and assigns, do hereby agree that, subject to the following  
conditions, the Supplier shall sell and deliver electric power to the University, and the  
University shall purchase, receive, use and pay for the same:

1. Service Requirements. The electric power to be delivered hereunder shall be made  
in Jackson County at or near Cullowhee, North Carolina at a delivery point  
described as follows: \_\_\_\_\_. The maximum  
amount of electric power to be delivered under this agreement under normal  
operating conditions shall be kilowatts.
2. MONTHLY PAYMENTS. University shall pay the Supplier the sum of the  
energy credit and the demand credit reduced by a charge of \$25 or \$8.25  
(depending on the rate schedule under which service is provided) for meter  
reading, billing, and administrative overhead.
3. Energy Credit. The energy credit shall consist of the sum of the energy rate per  
KWH, as determined in Rates SPP DEMAND, ~~or SPP NO DEMAND, or SPP-~~  
~~FIXED~~ for all KWH purchased from the Supplier during the current billing  
period and the purchased power adjustment per KWH, if any, for all KWH  
purchased from the Supplier during the current billing period.

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3-4.

Demand Credit. The demand credit, if any, shall consist of the sum of the demand  
rate per KW, as found in Rates SPP DEMAND ~~and SPP-FIXED~~ for the ~~estimated-~~  
~~KW output of the Supplier's generator in the 12-month billing period, and the~~  
~~purchased power adjustment per KW for the~~ metered KW output of the Supplier's  
generator during the current billing period, ~~aforementioned 12-month billing~~  
~~period.~~

- 4-5. General Requirements for Parallel Generation Operation. The Supplier  
understands and agrees to comply with the General Requirements for Parallel  
Generator Operation which are attached hereto and incorporated by reference.  
The provisions stated therein become terms and conditions signed by the Supplier  
is attached hereto and incorporated by reference. In reliance upon the accuracy of  
the information stated therein, the University has agreed to: enter into the  
Agreement. Therefore, if the information is not true, such shall constitute a

EXHIBIT WCU-4  
DOCKET E-100 SUB 175

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breach and the University's remedy shall be to cease all payments to Supplier and disconnect the small power production facility from the WCU grid.

5.6. Contract Period. The initial term of this agreement shall be for a period for five (5) years with automatic renewal each year thereafter. The University reserves the right to terminate the contract at any time upon written notice to the Supplier in the event that the Supplier violates any of the terms or conditions of this agreement or operates his generation facilities in a manner which is detrimental to the University or any of its customers. Supplier may terminate the contract on thirty (30) days written notice to the University. In the event of early termination of a contract, the Supplier will be required to pay to the University to purchase power from Supplier at times when such power is not required on University's system or when such purchase would detrimentally impact the University's other customers.

6.7. Assignability. The parties agree that this contract is not assignable.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused their names to be hereunto subscribed.

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\_\_\_\_\_  
SUPPLIER

\_\_\_\_\_  
WESTERN CAROLINA UNIVERSITY

## EXHIBIT WCU-6

~~PURCHASED POWER AGREEMENT FOR AGGREGATE WCU LOADS  
TOTTALLING MORE THAN ONE MW~~

~~THIS AGREEMENT executed in duplicate is made this day of \_\_\_\_\_, 20\_\_\_\_, by and between WESTERN CAROLINA UNIVERSITY, Cullowhee, North Carolina (the "University"), party of the first part and \_\_\_\_\_ ("Supplier"), party of the second part.~~

~~In consideration of the mutual covenants herein contained, the parties hereto, for themselves only, do hereby agree that, subject to the following conditions, the Supplier shall sell and deliver electric power to the University, and the University shall purchase, receive, use and pay for the same:~~

- ~~1. Service Requirements. The electric power to be delivered hereunder shall be generated in the University's electric service area in Jackson County at or near Cullowhee, North Carolina at a delivery point described as follows:~~

~~The maximum amount of electric power to be delivered under this agreement under normal operation conditions shall be \_\_\_\_\_ kilowatts.~~

- ~~2. MONTHLY PAYMENT. University shall pay the Supplier the sum of the energy recorded during the on-peak and off-peak times as listed in the Duke Energy Schedules PP-N and PP-H times the rate as found in the corresponding term length as found in Schedule PP-N and PP-H.~~
- ~~3. General Requirements for Parallel Generation Operation. The Supplier understands and agrees to comply with the General Requirements for Parallel Generator Operation which are attached hereto and incorporated by reference. The provisions stated therein become terms and conditions of this agreement. Additionally, the Application for Parallel Operation completed and signed by the Supplier is attached hereto and incorporated by reference. In reliance upon the accuracy of the information stated therein, the University has agreed to enter into the Agreement. Therefore, if the information is not true, such shall constitute a breach of this agreement and the University's remedy shall be to cease all payments to Supplier and disconnect the small power production facility from the WCU grid. The Supplier agrees to allow the University, its employees or agents to enter upon Supplier's property at any time to conduct inspections of the Supplier's generation equipment and interconnection equipment.~~
- ~~4. Contract Period. The initial term of this agreement shall be dependent on the contract service term as chosen by the renewable energy supplier but, at no point,~~

~~will be for a term longer than specified in the Duke Energy Schedules PP-N and PP-H. This agreement will remain in place until replaced by a new contract or termination by the University or Supplier. The University reserves the right to terminate the contract at any time upon written notice to the Supplier in the event that the Supplier violates any of the terms or conditions of this agreement or operates his generation facilities in a manner which is detrimental to the University or any of its customers or if the University sells the off-campus electric distribution system. Supplier may terminate the contract on thirty (30) days written notice to the University. In the event of early termination of a contract, the Supplier will be required to pay to the University all costs occasioned by such early cancellation. Nothing in this agreement shall be construed to require the University to purchase power from the Supplier at times when such power is not required on University's system or when such purchase would detrimentally impact the University's other customers.~~

~~5. Assignability. The parties agree that this contract is not assignable.~~

~~IN WITNESS WHEREOF, on the day and year first above written, the Parties hereto have caused their names to be thereunto subscribed.~~

\_\_\_\_\_  
SUPPLIER

\_\_\_\_\_  
WESTERN CAROLINA UNIVERSITY



WESTERN CAROLINA UNIVERSITY  
SMALL POWER SUPPLIER REIMBURSEMENT  
FORMULA VARIABLE RATE WITH DEMAND CREDIT

Rate SPP DEMAND

$$\text{MPSS} = ((\text{CER} \times \text{CES})) + (\text{CDR} \times \text{CDA}) - \$25.00$$

MPSS = Monthly payment to Small Power Production Supplier.

CER = Estimated annual energy rate per KWH.

CES = Current month Energy Supplied, in KWH, by the Small Power Production Supplier as defined as the most recent billing cycle energy produced by the Supplier.

CDR = Current month Demand Rate per KW, as shown on the University's current bill from its supplier, Carolina Power Partners.

CDA = Actual demand avoided as a result of the KW supplied by the Small Power Production Supplier.

\$25 = A charge of \$25.00 for meter reading, billing and administrative overhead. MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit and the Demand Credit reduced by a special meter reading and billing of \$25.00.

Any changes in the CPP wholesale cost of power will necessarily require a revision in the provisions of the above Schedule.

WESTERN CAROLINA UNIVERSITY  
SMALL POWER SUPPLIER REIMBURSEMENT  
FORMULA  
VARIABLE RATE WITH NO DEMAND CREDIT

Rate SPP NO DEMAND

$$\text{MPSS} = (\text{CER} \times \text{CES}) - \$8.25$$

MPSS = Monthly payment to Small Power Production Supplier.

CER = Estimated annual energy rate per KWH.

CES = Current month Energy Supplied, in KWH, by the Small Power Production Supplier.

\$8.25 = A charge of \$8.25 for meter reading and administrative overhead.

MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit reduced by a meter reading and billing charge of \$8.25.

Any changes in the CPP wholesale cost of power will necessarily require a revision in the provisions of the above Schedule.

WESTERN CAROLINA UNIVERSITY  
SMALL POWER PRODUCTION SUPPLIER REIMBURSEMENT FORMULA  
FOR LOADS FOR SEEKING LONG- TERM FIXED RATES

SPP-FIXED

$$\text{MPSS} = ((\text{CER} \times \text{CES}) + (\text{CDR} \times \text{CDA})) - \$25.00$$

MPSS = Monthly payment to Small Power Production Supplier.

CER = Estimated annual energy rate per KWH.

CES = Current month Energy Supplied, in KWH, by the Small Power Production Supplier as defined as the most recent billing cycle energy produced by the Supplier.

CDR = Average demand rate per KW over the length of the requested term of the proposed term (5 years, 10 years, 15 years)

CDA = Actual demand avoided as a result of the KW supplied by the Small Power Production Supplier.

\$25 = A charge of \$25.00 for meter reading, billing and administrative overhead.

MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit and the Demand Credit reduced by a special meter reading and billing of \$25.00.

Any changes in the CPP wholesale cost of power will necessarily require a revision in the provisions of the above Schedule.



PURCHASED POWER AGREEMENT FOR WCU LOADS

THIS AGREEMENT executed in duplicate is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_, by between WESTERN CAROLINA UNIVERSITY, Cullowhee, North Carolina (the "University"), a party of the first part, and \_\_\_\_\_ (the "Supplier"), party of the second part.

In consideration of the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby agree that, subject to the following conditions, the Supplier shall sell and deliver electric power to the University, and the University shall purchase, receive, use and pay for the same:

1. Service Requirements. The electric power to be delivered hereunder shall be made in Jackson County at or near Cullowhee, North Carolina at a delivery point described as follows: \_\_\_\_\_. The maximum amount of electric power to be delivered under this agreement under normal operating conditions shall be kilowatts.
2. MONTHLY PAYMENTS. University shall pay the Supplier the sum of the energy credit and the demand credit reduced by a charge of \$25 or \$8.25 (depending on the rate schedule under which service is provided) for meter reading, billing, and administrative overhead.
3. Energy Credit. The energy credit shall consist of the sum of the energy rate per KWH, as determined in Rates SPP DEMAND, SPP NO DEMAND, or SPP-FIXED for all KWH purchased from the Supplier during the current billing period and the purchased power adjustment per KWH, if any, for all KWH purchased from the Supplier during the current billing period.
4. Demand Credit. The demand credit, if any, shall consist of the sum of the demand rate per KW, as found in Rates SPP DEMAND and SPP-FIXED for the metered KW output of the Supplier's generator during the current billing period.
5. General Requirements for Parallel Generation Operation. The Supplier understands and agrees to comply with the General Requirements for Parallel Generator Operation which are attached hereto and incorporated by reference. The provisions stated therein become terms and conditions signed by the Supplier is attached hereto and incorporated by reference. In reliance upon the accuracy of the information stated therein, the University has agreed to enter into the Agreement. Therefore, if the information is not true, such shall constitute a breach and the University's remedy shall be to cease all payments to Supplier and disconnect

the small power production facility from the WCU grid.

6. **Contract Period.** The initial term of this agreement shall be for a period for five (5) years with automatic renewal each year thereafter. The University reserves the right to terminate the contract at any time upon written notice to the Supplier in the event that the Supplier violates any of the terms or conditions of this agreement or operates his generation facilities in a manner which is detrimental to the University or any of its customers. Supplier may terminate the contract on thirty (30) days written notice to the University. In the event of early termination of a contract, the Supplier will be required to pay to the University to purchase power from Supplier at times when such power is not required on University's system or when such purchase would detrimentally impact the University's other customers.
7. **Assignability.** The parties agree that this contract is not assignable.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused their names to be hereunto subscribed.

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SUPPLIER

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WESTERN CAROLINA UNIVERSITY