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November 1, 2010

**FILED**

**NOV 01 2010**

Clerk's Office  
N.C. Utilities Commission

Ms. Renné C. Vance, Chief Clerk  
North Carolina Utilities Commission  
4325 Mail Service Center  
Raleigh, North Carolina 27699-4325

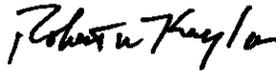
RE: Docket No. E-100, Sub 127

Dear Ms. Vance:

Enclosed for filing are the original and 30 copies of Duke Energy Carolinas, LLC's Initial Statement in the above referenced docket.

Also enclosed are 17 copies of Exhibit 4, which is CONFIDENTIAL and is being filed under seal.

Sincerely,



Robert W. Kaylor

Enclosure

cc: Parties of Record

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BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

DOCKET NO. E-100, SUB 127

**FILED**

**NOV 01 2010**

Clerk's Office  
N.C. Utilities Commission

In the Matter of )  
Biennial Determination of )  
Avoided Cost Rates for Electric )  
Utility Purchases from Qualifying )  
Facilities - 2010 )

**DUKE ENERGY CAROLINAS'**  
**INITIAL STATEMENT**

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### Exhibits

- Exhibit 1 - Current Schedule PP-N(NC) and Schedule PP-H(NC)
- Exhibit 2 - Proposed Schedule PP-N(NC) and Schedule PP-H(NC)
- Exhibit 3 - Proposed Rates (Annualized)
- Exhibit 4 - **(CONFIDENTIAL)** Determination of Proposed Energy Credits and Capacity Credits **(Filed Under Seal)**
- Exhibit 5 - Standard Purchased Power Agreement (Standard PPA)
- Exhibit 6 - 2010 Non-Utility Generation Status Report

1     **I.     Procedural History**

2             On May 5, 2010, the North Carolina Utilities Commission (“Commission”) in  
3     Docket No. E-100, Sub 127 (“Order”) established the 2010 biennial proceedings pursuant  
4     to Section 210 of the Public Utility Regulatory Policies Act of 1978 (“PURPA”) and the  
5     Federal Energy Regulatory Commission (“FERC”) regulations implementing those  
6     provisions. The Commission’s Order also established this proceeding pursuant to North  
7     Carolina General Statute §62-156, which requires the Commission to determine the rates  
8     to be paid by electric utilities for power purchased from small power producers as defined  
9     in N.C.G.S. §62-3(27a). Under the present federal and state statutory scheme, the  
10    Commission examines and establishes the rates and terms for utility purchases from  
11    qualifying facilities (“QFs”) under PURPA and from small power producers as defined in  
12    N.C.G.S. §62-3(27a) every two years.

13            The Commission’s Order directed Carolina Power & Light Company d/b/a  
14    Progress Energy Carolinas, Inc. (“Progress”), Duke Energy Carolinas, LLC (“Duke  
15    Energy Carolinas” or the “Company”), Virginia Electric and Power Company d/b/a  
16    Dominion North Carolina Power (“NC Power”), and Western Carolina University  
17    (“WCU”) to file statements and exhibits, including a set of proposed rates and standard  
18    contracts for purchases from QFs. The Commission also determined that it would  
19    attempt to resolve all the issues arising in this docket based on a record developed  
20    through public witness testimony and verified statements, exhibits and avoided cost  
21    schedules.

22            In support of Duke Energy Carolinas’ proposed Schedules PP-N(NC) and PP-  
23    H(NC) and Standard Purchased Power Agreement (“Standard PPA”), the Company  
24    provides the following Initial Statement and attached exhibits.

1     **II.     Summary and Description of Exhibits**

2             In this Initial Statement and attached exhibits, Duke Energy Carolinas presents  
3 evidence supporting the revision of the Company’s Schedule PP-N(NC) Non-  
4 Hydroelectric Qualifying Facilities Purchased Power and Schedule PP-H(NC)  
5 Hydroelectric Qualifying Facilities Purchased Power to reflect current projections of  
6 Duke Energy Carolinas’ avoided capacity and energy costs; to provide that the variable  
7 rates will continue to be available until approval of new variable rates in the next biennial  
8 avoided cost proceeding; and to make minor clarifying changes to the terms and  
9 conditions in the schedules and the Standard PPA.

10            In prior avoided cost proceedings, Duke Energy Carolinas argued that (1) the  
11 wholesale market costs of capacity should be used as the basis for QF capacity rates if  
12 such purchases represented the lowest cost of acquiring peaking capacity; and (2) the  
13 requirement to offer long-term levelized rates should be further limited consistent with  
14 PURPA given trends in the electric industry and to reduce the risk to consumers that  
15 payments to QFs will exceed Duke Energy Carolinas’ avoided cost over the term of the  
16 contract. Although Duke Energy Carolinas continues to believe that these positions are  
17 reasonable and appropriate, in light of the Commission’s *Orders Establishing Standard*  
18 *Rates and Contract Terms for Qualifying Facilities* in Docket Nos. E-100, Sub 100 and  
19 E-100, Sub 96, the Company is not asserting these positions in this proceeding. The  
20 Company also asserted in prior proceedings that the Performance Adjustment Factor  
21 (“PAF”) should operate as an availability adjustment to increase the avoided capacity  
22 rates paid to QFs based upon the availability of the peaking resources the Company  
23 would otherwise use to meet its customer peak demand, and therefore, should be based  
24 upon the availability of a combustion turbine. Given the orders cited above, Duke Energy

1 Carolinas does not propose to change the PAFs that have been applied in past  
2 proceedings.

3 Duke Energy Carolinas' current Schedule PP-N(NC) and Schedule PP-H(NC),  
4 both approved in Docket No. E-100, Sub 117, are attached to this document as Duke  
5 Exhibit 1. Duke Energy Carolinas' proposed Schedule PP-N(NC) and Schedule PP-  
6 H(NC) are attached as Duke Exhibit 2.<sup>1</sup> Schedule PP-N(NC) is the Company's avoided  
7 cost rate schedule applicable to non-hydroelectric QFs and Schedule PP-H(NC) is the  
8 Company's rate schedule applicable to hydroelectric QFs. Schedule PP-N(NC) and  
9 Schedule PP-H(NC) are collectively referred to in this Initial Statement as "Schedule PP".

10 Duke Energy Carolinas has calculated and included in its exhibits variable rates  
11 and fixed long-term capacity and energy rates for five (5), ten (10), and fifteen (15) years  
12 based on updated avoided cost information. Duke Exhibit 3 shows the proposed rates on  
13 an annualized basis.

14 Enclosed in a sealed envelope marked "CONFIDENTIAL" is Duke Exhibit 4,  
15 which shows the calculations used in determining the proposed Schedule PP energy and  
16 capacity credits. Pursuant to N.C.G.S. §132-1.2, Duke Energy Carolinas requests that the  
17 Commission classify this information as confidential and proprietary and protect it from  
18 public disclosure. The information discloses the Company's year-by-year estimated cost  
19 to produce or procure additional capacity and energy as well as the projected cost of new  
20 generation capacity. In order for Duke Energy Carolinas to obtain the most cost effective  
21 energy and capacity necessary to meet the needs of its customers, it must protect this  
22 information from public disclosure. The Company will make this information available

<sup>1</sup> Boldfaced, italics text in Revised Duke Exhibit 2 indicates new language, while strikethrough text indicates deleted language.

1 to other parties in this Docket pursuant to an appropriate confidentiality agreement.

2 Duke Exhibit 5 contains Duke Energy Carolinas' proposed Standard Purchased  
3 Power Agreement ("Standard PPA"). Duke Exhibit 6 is the Company's 2010 Non-Utility  
4 Generation Status Report.

### 5 **III. Rate Calculation and Design**

#### 6 **A. Methodology**

7 Duke Energy Carolinas' proposed rates are calculated using the component or  
8 "peaker" methodology. The Commission has approved this same methodology for  
9 determination of the Company's avoided cost rates in prior avoided cost biennial  
10 proceedings. As part of the avoided cost proceeding in Docket E-100, Sub 106, the  
11 Commission conducted an evidentiary hearing in which it reexamined the various  
12 methodologies for calculating a utility's avoided cost. In its December 19, 2007, *Order*  
13 *Establishing Standard Rates and Contract Terms for Qualifying Facilities* ("2007  
14 *Order*") in that docket, the Commission concluded that Duke Energy Carolinas (and  
15 Progress) should continue the peaker methodology to develop its avoided capacity and  
16 energy rates. 2007 *Order* at 6. The Commission noted that the peaker method is  
17 generally accepted throughout the electric industry to calculate avoided costs based upon  
18 the cost of a peaker (i.e., a combustion turbine), plus the marginal running costs of the  
19 system (i.e., the highest marginal cost in each hour). "Theoretically, it will also equal the  
20 avoided cost of a base load plant, despite the fact that the capital costs of a peaker are less  
21 than those of a base load plant." *Id.* at 12. The Commission further concluded that it is  
22 not appropriate for the Company to use the proxy unit method. *Id.* at 6. The Commission  
23 explained, "the avoided cost described in the relevant FERC regulations focuses on the  
24 utilities' entire generation mix, rather than a single unit." 2007 *Order* at 13. In its May

1 13, 2009 *Order Establishing Standard Rates and Contract Terms for Qualifying*  
2 *Facilities* (“2009 *Order*”), in Docket No. E-100, Sub 117, the Commission reaffirmed  
3 that the use of the peaker methodology was appropriate. 2009 *Order* at 6.

4 The component or peaker methodology continues to be an appropriate  
5 methodology to use to determine Duke Energy Carolinas’ avoided costs. Consistent with  
6 this methodology, the cost of peaking capacity is utilized as the cost basis for the capacity  
7 credits, and energy credits are calculated by simulating Duke Energy Carolinas’ system  
8 with and without 100 MW of QF capacity and determining the energy cost difference  
9 between the simulations.

10 Use of peaking capacity for determination of the capacity credits is consistent with  
11 the Company’s planning strategy of total cost minimization. Sources of capacity more  
12 capital intensive than peaking capacity must provide sufficient fuel savings in order to  
13 justify the additional capital investment. For example, Duke Energy Carolinas will build  
14 a base load or intermediate load unit or purchase base load or intermediate load capacity,  
15 as opposed to building a peaking unit such as a combustion turbine or purchasing peaking  
16 power, only if the expected fuel savings from the base load or intermediate resource are  
17 greater than the additional capacity costs of the base load or intermediate resource. This  
18 planning strategy implies the avoided cost of capacity and thus the capacity credits  
19 applicable to QFs should, at a maximum, reflect the cost of peaking capacity.

20 In calculating its proposed capacity rates, Duke Energy Carolinas incorporated a  
21 PAF of 2.00 for the avoided capacity cost calculations for hydroelectric QFs not in excess  
22 of five (5) megawatts with no storage capability (Run-of-River Hydro QFs), and a PAF of  
23 1.20 for all other QFs as has been required by the Commission since its *Order*  
24 *Establishing Standard Rates and Contract Terms for Qualifying Facilities* in Docket No.

1 E-100, Sub 79.

2 **B. Rate Design**

3 As approved in previous avoided cost proceedings, Schedule PP contains capacity  
4 and energy credits that vary depending on whether the QF delivers energy into the  
5 transmission or distribution system. Credits based on the point of interconnection to the  
6 Company's system more accurately reflect Duke Energy Carolinas' avoided costs because  
7 of differences in avoided energy losses for transmission level and distribution level QFs.  
8 Capacity credits are applicable to all QF energy supplied during the designated on-peak  
9 hours of the day. Energy credits are applicable to all QF energy supplied during the year  
10 and vary for the on-peak and the off-peak hours in a day.

11 In this proceeding, Duke Energy Carolinas proposes to continue to offer both the  
12 "Option A" and "Option B" set of on-peak hours for all rate options. The traditional  
13 Option A set of on-peak hours spreads capacity credits over 4,160 on-peak hours per year.  
14 In the 2002-2003 avoided cost proceeding in Docket No. E-100, Sub 96, Duke Energy  
15 Carolinas introduced a new set of on-peak and off-peak hours, designated as "Option B"  
16 on Duke Exhibit 1. The Option B on-peak and off-peak hours correspond to the times  
17 *when customer demand and the cost of generation supply is usually highest and utilize the*  
18 *same on-peak and off-peak hours as Duke Energy Carolinas' Optional Power Service,*  
19 *Time of Use (OPT) retail schedule applicable for service to non-residential customers.*  
20 Using the Schedule OPT hours reduces the number of on-peak hours on Schedule PP  
21 during the year compared to the traditional Option A Schedule PP on-peak hours. The  
22 Option B set of hours spreads capacity credits over 1,862 on-peak hours per year.  
23 Spreading energy and capacity costs over this smaller number of on-peak hours increases  
24 on-peak rates on a cents/kWh basis. The result is that QFs choosing Option B need to run

1 substantially fewer hours to receive full capacity credits.

2 For Option A, the on-peak hours are 7:00 a.m. through 11:00 p.m. Monday  
3 through Friday. The off-peak hours are all other weekday hours and all Saturday and  
4 Sunday hours. The on-peak hours in the on-peak months (defined as the billing months  
5 of June through September and December through March) total 2,773, and the on-peak  
6 hours in the off-peak months (defined as the billing months of April, May, October, and  
7 November) total 1,387.

8 For Option B the on-peak hours are 1:00 p.m. to 9:00 p.m. Monday through Friday  
9 during the Summer Months (defined as June through September) and 6:00 a.m. to 1:00  
10 p.m. Monday through Friday during the Non-Summer Months (defined as October  
11 through May). All hours on the following holidays are considered off-peak hours: New  
12 Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving  
13 Day, Day after Thanksgiving, and Christmas Day. The on-peak hours in the Summer  
14 Months total 685 and the on-peak hours in the Non-Summer Months total 1,177.

### 15 **C. Proposed Capacity Credits**

16 The calculation of Duke Energy Carolinas' proposed capacity credits is included  
17 in Duke Exhibit 4, which has been filed separately in a sealed envelope marked  
18 "CONFIDENTIAL". The capacity credits for both the Variable and Fixed Long-Term  
19 Rates are based on the projected cost of peaking capacity. The determination of the  
20 avoided cost of capacity and the capacity credit rates for Schedule PP involves several  
21 steps:

- 22 1. The annual cost of peaking capacity for the future years covered by the  
23 proposed rates is based upon the Company's current estimated cost in \$/KW  
24 of constructing and operating a combustion turbine plant. The estimated cost

- 1 of capacity used in the calculation assumes delivery into the transmission  
2 system.
- 3 2. Adjustments are made to reflect the PAF as discussed above in this Initial  
4 Statement.
- 5 3. The present value of the projected avoided capacity costs for the various  
6 periods is calculated.
- 7 4. A Marginal Loss Factor adjustment is made to the avoided capacity cost  
8 applicable to QFs connecting to either the distribution or transmission system.  
9 The avoided losses applied to the annual capacity cost for distribution are the  
10 marginal losses that are avoided by the addition of QF capacity. Actual peak  
11 load and loss information was used to develop the system loss equation, which  
12 was then applied to hourly loads with and without 100 MW of QF capacity.  
13 The result is the loss factor for QF capacity that is connected to the  
14 distribution system during on-peak and off-peak periods. It represents the  
15 losses of the entire transmission system, which are avoided when a QF  
16 connects to the distribution system. When a QF connects to the transmission  
17 system, *only losses related to stepping up voltage to transmission level are*  
18 *avoided relative to the annual avoided capacity cost.* The avoided step-up  
19 transformer losses are applied to the annual capacity cost.
- 20 5. The annual levelized<sup>2</sup> avoided capacity cost is calculated from the adjusted  
21 present values of the projected avoided capacity costs for the various periods.  
22

<sup>2</sup> These rates are considered "levelized" because they level out the escalation of estimated future costs at a constant price in each year of the term of the contract. The resulting "levelized rate" is higher than the estimated future costs in the early years of the contract term and is lower than the estimated future costs in the later years of the contract term. Thus, levelized rates incorporate, and lock in, estimated future cost escalation.

1           Once the annual levelized avoided capacity cost is calculated, the annual capacity  
2 cost is allocated on a seasonal and hourly basis to allocate a higher percentage of the cost  
3 to on-peak months when such capacity has greater value. For Option A rates, the annual  
4 avoided capacity amount is allocated 91% to the on-peak months (billing months of June  
5 through September and December through March) and 9% to the off-peak months (billing  
6 months of April, May, October, and November). For Option B rates, the annual avoided  
7 capacity cost is allocated 79% to the Summer Months (June through September) and 21%  
8 to the Non-Summer Months (October through May).

9           The seasonal allocation for Option A rates is consistent with the Company's  
10 Schedule PP rates approved in numerous avoided cost proceedings. The seasonal  
11 allocation for Option B rates is consistent with the Option B rates approved in previous  
12 avoided cost proceedings and is consistent with value weighting observed in market  
13 pricing and with the capacity weighting used by Duke Energy Carolinas in evaluating  
14 purchased power proposals. The seasonally allocated annual avoided capacity cost is then  
15 divided by the applicable seasonal hours as described in Section III.B above to convert  
16 the annual capacity cost to a capacity credit rate on a cents/kWh basis. Capacity credits  
17 are paid during the on-peak hours of all months.

18           Due to a decrease in the estimated cost of an installed combustion turbine and the  
19 associated annual expenses, the proposed variable, five (5) year, ten (10) year, and fifteen  
20 (15) year fixed rate capacity credits decreased from the credits in the current Schedule PP.  
21 This decrease was offset for the proposed variable and 5 year fixed rate capacity credits  
22 and partially offset for the proposed 10 year and 15 year fixed rate capacity credits, due to  
23 an increase in the real discount rate for the first three years compared to the real discount  
24 rate used in the calculation of the current Schedule PP.

1           **D. Proposed Energy Credits**

2           The calculation of Duke Energy Carolinas' proposed energy credits is included in  
3 Duke Exhibit 4, which has been filed separately in a sealed envelope marked  
4 "CONFIDENTIAL." The Company's calculation of Schedule PP energy credits uses the  
5 same process that has been used in prior biennial avoided cost proceedings. The energy  
6 cost projections for the years 2011-2012 are shown in Duke Exhibit 4 for information  
7 purposes and to meet Duke Energy Carolinas' filing requirement under Section 210 of  
8 PURPA, which provides that utilities submit projections of future avoided energy costs to  
9 the state regulatory commission at least every two years (18 CFR 292.302).

10           The avoided energy cost estimates are derived by simulating the Duke Energy  
11 Carolinas' system with and without the presence of 100 MW of hypothetical QF capacity  
12 operating at a 100% capacity factor and then determining the difference in estimated  
13 energy costs between the simulations. These resulting avoided energy cost estimates  
14 reflect the highest cost of avoidable sources of energy from the Company's own  
15 generating resources and from purchased power utilized to meet system load  
16 requirements. The avoided energy cost calculation reflects the operation of Duke Energy  
17 Carolinas' entire generating system as it currently exists with coal-fired units running at  
18 the margin for most hours of the year. Therefore, the energy credits appropriately reflect  
19 the costs that the Company can avoid by purchases from a QF.

20           The following steps are used to calculate avoided energy costs for on-peak and  
21 off-peak periods applicable to the rate structure:

- 22           1. Simulate the existing generation system including future additions based on  
23 Duke Energy Carolinas' forecast of capacity needs to determine the Base  
24 Case.

- 1           2. Add 100 MW of free QF capacity and energy available at 100% capacity  
2           factor for all on-peak hours to the Base Case. Perform this simulation to  
3           determine the On-Peak Case.
- 4           3. Add 100 MW of free QF capacity and energy available at 100% capacity  
5           factor for all hours to the Base Case. Perform this simulation to determine the  
6           All-Hours Case.
- 7           4. Calculate avoided energy cost for each year for the on-peak period by  
8           subtracting the On-Peak Case from the Base Case and convert to a cents/kWh  
9           basis.
- 10          5. Calculate avoided energy cost for each year for the off-peak period by  
11          subtracting the All-Hours Case from the On-Peak Case and convert to a  
12          cents/kWh basis.

13           The final steps in the energy credit calculation process are to calculate the present  
14 value of the avoided energy costs for the period of time over which each of the rates apply  
15 (2 years for the variable rates, 5, 10 and 15 years for the long-term rates) and then  
16 calculate the levelized amount for the period using the appropriate current discount rate.  
17 The discount rate reflects Duke Energy Carolinas' cost of debt and the approved return on  
18 equity. Lastly, the levelized costs are adjusted to include marginal energy losses and for  
19 working capital.

20           Primarily due to decreased fuel costs, the proposed Schedule PP energy credits are  
21 approximately 6% to 21% lower on an annualized basis than the currently approved  
22 Schedule PP credits.

23

1 **IV. Proposed Changes to Schedule PP-N(NC) and Schedule PP-H(NC); Proposed**  
2 **Standard Purchased Power Agreement**

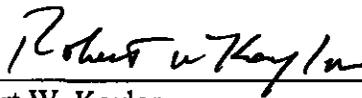
3 The Company's proposed Schedule PP(H) and PP(N) update the Capacity Credits  
4 and Energy Credits to reflect the most recent projections of Duke Energy Carolinas'  
5 avoided capacity and energy costs. In order to make standard rates available to QFs  
6 during the time the next proceeding is pending while recognizing that the new rates will  
7 be based upon more current avoided cost projections, Schedule PP(H) and PP(N) reflect  
8 that the fixed long-term rates will be available only to customers under contract with the  
9 Company on or before November 1, 2012, and the variable rates will remain available  
10 until new variable rates are approved. The Commission approved inclusion of this  
11 provision in the biennial avoided cost proceeding in Docket No. E-100, Sub 106. *2007*  
12 *Order* at 9, 28-29. Customers that execute contracts containing the variable rates after  
13 expiration of the long-term rates will have the option to amend their contracts to select  
14 one of long-term rates for which they are eligible once new avoided cost rates are  
15 approved by the Commission.

16 **V. Status of QFs on the Duke System**

17 *The Commission's Order dated June 6, 1989, in Docket No. E-100, Sub 41,*  
18 *requires the utilities to file certain information on the status of QF projects on annual*  
19 *basis and in the docket of each biennial avoided cost proceeding. Duke Energy*  
20 *Carolinas' 2010 Non-Utility Generation Status Report (dated September 1, 2010), as*  
21 *previously filed in Docket No. E-100, Sub 41B, is attached as Duke Exhibit 6. Section I*  
22 *of the Status Report includes non-confidential information on contacts and inquiries made*  
23 *by potential QF developers who request rate and contract information. Section II contains*  
24 *information on QFs that have entered into contracts with Duke Energy Carolinas but have*

- 1 not yet begun delivering power to the Company. Section III of the Status Report contains
- 2 information on all QFs that have entered into contracts with Duke Energy Carolinas and
- 3 have begun delivering power to the Company.

Respectfully submitted this the 1<sup>st</sup> day of November , 2010.



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ATTORNEYS FOR DUKE ENERGY CAROLINAS

VERIFICATION

STATE OF NORTH CAROLINA        )  
COUNTY OF MECKLENBURG        )

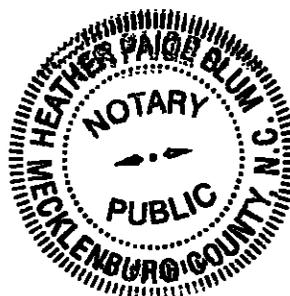
Jane L. McManeus, being first duly sworn, deposes and says: That she is the Director of Rates for DUKE ENERGY CAROLINAS, LLC, applicant in the above-entitled Initial Statement, that she has read the foregoing Initial Statement and knows the contents thereof, and that the same is true of her own knowledge.

Jane L. McManeus  
Jane L. McManeus

Sworn to and subscribed before me

this 29<sup>th</sup> day of October, 2010.

Heather Paige Blum  
Notary Public



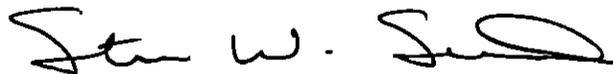
My Commission Expires: 1/9/2013

VERIFICATION

STATE OF NORTH CAROLINA )

COUNTY OF WAKE )

Steve W. Smith, being first duly sworn, deposes and says: That he is the Commercial Execution Renewable Energy Director for DUKE ENERGY CAROLINAS, LLC, applicant in the above-entitled Initial Statement, that he has read the foregoing Initial Statement and knows the contents thereof, and that the same is true of his own knowledge.



Steve W. Smith

Sworn to and subscribed before me

this 29<sup>th</sup> day of October, 2010.

Maria Edwards  
Notary Public



My Commission Expires: 3/2/2013

Duke Energy Carolinas, LLC

Electricity No. 4  
North Carolina Ninth Revised Leaf No. 91  
Superseding North Carolina Eighth Revised Leaf No. 91

**SCHEDULE PP-N (NC)  
NON-HYDROELECTRIC QUALIFYING FACILITIES  
PURCHASED POWER**

**AVAILABILITY (North Carolina only)**

Available only to establishments located in the Company's North Carolina service territory which have non-hydroelectric qualifying facilities fueled by trash or methane derived from landfills, hog waste, poultry waste, solar, wind, and non-animal forms of biomass contracting to sell generating capacity and energy not in excess of five (5) megawatts, or other non-hydroelectric generating facilities contracting to sell generating capacity and energy not in excess of three (3) megawatts, which are interconnected directly with the Company's system and which are qualifying facilities as defined by the Federal Energy Regulatory Commission pursuant to Section 210 of the Public Utility Regulatory Policies Act of 1978.

The Fixed Long-Term Rates on this Schedule are available only to Customers under contract with the Company on or before November 1, 2010 for delivery of power beginning on or before the earlier of thirty (30) months from the date of execution of the contract or May 1, 2013.

Notwithstanding the above, all qualifying facilities have the option to sell energy to the Company on an "as available" basis and receive energy credits only calculated using the Variable Rates identified in this Schedule for the delivered energy.

This Schedule is not applicable to a qualifying facility owned by a Customer, or affiliate or partner of a Customer, who sells power to the Company from another facility within one-half mile.

Service necessary for the delivery of the Customer's Net Power into the Company's system under this Schedule shall be furnished solely to the individual contracting Customer in a single enterprise, located entirely on a single, contiguous premise. Service hereunder shall be restricted to the Net Capacity of the Customer's generating facilities which may be operated in parallel with the Company's system. Service necessary to supply the Customer's total load requirements other than Auxiliary Load, and service necessary to supply the Customer's Auxiliary Load when the Customer's generating facilities are not operating, shall be billed on the applicable schedule(s) of the Company. Net Power delivered to the Company under this Schedule shall not offset or be substituted for power contracted for or which may be contracted for under any other schedule of the Company, except at the option of the Company under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to service under this Schedule are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits for such service and the Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from purchasing power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

**TYPE OF SERVICE**

Company will furnish 60 Hertz service through one metering point, at one delivery point, at one of the following approximate voltages, where available, upon mutual agreement:

- Single-phase, 120/240 volts; or
- 3-phase, 3-wire, 240, 480, 4160, 12470, or 24940 volts, or
- 3-phase voltages other than the foregoing, but only at the Company's option, and provided that the size of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service under this Schedule shall be determined by the Company. Prospective customers shall ascertain the available voltage by written inquiry of the Company before purchasing equipment.

**RATE \* (One of the following two Rate options shall apply):**

**Option A**

Administrative Charge	\$ 8.17 per month
Facilities Charge (if applicable – See Interconnection Facilities Charge)	\$ 8.03 per month

Interconnected to Distribution System:

	Variable Rate	Fixed Long-Term Rate (a)		
		5 Years	10 Years (b)	15 Years (b)
I. Capacity Credit				
a. All On-Peak Energy per On-Peak Month per kWh:	2.58¢	2.72¢	3.03¢	3.22¢
b. All On-Peak Energy per Off-Peak Month per kWh:	0.51¢	0.54¢	0.60¢	0.64¢
II. Energy Credit				
a. All On-Peak Energy per Month per kWh:	6.27¢	6.33¢	6.40¢	6.52¢
b. All Off-Peak Energy per Month per kWh:	4.79¢	4.64¢	4.43¢	4.47¢

North Carolina Ninth Revised Leaf No. 91  
Effective for service on and after May 23, 2009  
NCUC Docket No. E-100, Sub 117, Order dated May 13, 2009

Duke Energy Carolinas, LLC

Electricity No. 4  
North Carolina Ninth Revised Leaf No. 91  
Superseding North Carolina Eighth Revised Leaf No. 91

SCHEDULE PP-N (NC)  
NON-HYDROELECTRIC QUALIFYING FACILITIES  
PURCHASED POWER

Interconnected to Transmission System:

	Variable Rate	Fixed Long-Term Rate (a)		
		5 Years	10 Years (b)	15 Years (b)
I. Capacity Credit				
a. All On-Peak Energy per On-Peak Month per kWh:	2.51¢	2.65¢	2.95¢	3.13¢
b. All On-Peak Energy per Off-Peak Month per kWh:	0.50¢	0.52¢	0.58¢	0.62¢
II. Energy Credit				
a. All On-Peak Energy per Month per kWh:	6.10¢	6.15¢	6.22¢	6.34¢
b. All Off-Peak Energy per Month per kWh:	4.67¢	4.52¢	4.32¢	4.36¢

Option B

Administrative Charge	\$ 8.17 per month
Facilities Charge (if applicable – See Interconnection Facilities Charge)	\$ 8.03 per month

Interconnected to Distribution System:

	Variable Rate	Fixed Long-Term Rate (a)		
		5 Years	10 Years (b)	15 Years (b)
I. Capacity Credit				
a. All On-Peak Energy per Summer Month per kWh:	9.08¢	9.58¢	10.67¢	11.34¢
b. All On-Peak Energy per Non-Summer Month per kWh:	1.40¢	1.48¢	1.65¢	1.75¢
II. Energy Credit				
a. All On-Peak Energy per Month per kWh:	6.59¢	6.63¢	6.63¢	6.79¢
b. All Off-Peak Energy per Month per kWh:	5.20¢	5.12¢	5.02¢	5.07¢

Interconnected to Transmission System:

	Variable Rate	Fixed Long-Term Rate (a)		
		5 Years	10 Years (b)	15 Years (b)
I. Capacity Credit				
a. All On-Peak Energy per Summer Month per kWh:	8.83¢	9.32¢	10.37¢	11.03¢
b. All On-Peak Energy per Non-Summer Month per kWh:	1.36¢	1.44¢	1.60¢	1.70¢
II. Energy Credit				
a. All On-Peak Energy per Month per kWh:	6.41¢	6.45¢	6.45¢	6.60¢
b. All Off-Peak Energy per Month per kWh:	5.07¢	4.99¢	4.90¢	4.95¢

Notes: (a) The 10-Year and 15-Year Fixed Long-Term Rates are applicable only to those qualifying facilities which are non-hydroelectric qualifying facilities fueled by trash or methane derived from landfills, hog waste, poultry waste, solar, wind, and non-animal forms of biomass contracting to sell capacity and energy not in excess of five (5) megawatts.

(b) Contracts for the 10-Year and 15-Year Fixed Long-Term Rates are subject to a provision making the contract renewable for subsequent term(s) at the option of the Company on substantially the same terms and provisions and at a rate either (1) mutually agreed upon by the parties negotiating in good faith and taking into consideration the Company's then avoided cost rates and other relevant factors, or (2) set by arbitration.

\* Unless otherwise specified in the Company's contract with the Customer, payment of credits under this Schedule do not convey to the Company the right to renewable energy credits (RECs) associated with the energy delivered to the Company by the Customer.

**DEFINITIONS**

**Nameplate Capacity:** The term "Nameplate Capacity" shall mean the maximum continuous electrical output capability of the generator(s) at any time at a power factor of ninety percent (90%).

**Net Capacity:** The term "Net Capacity" shall mean the Nameplate Capacity of the Customer's generating facilities, less the portion of that capacity needed to serve the generating facilities' Auxiliary Load.

**Auxiliary Load:** The term "Auxiliary Load" shall mean power used to operate auxiliary equipment in the facility necessary for power generation (such as pumps, blowers, fuel preparation machinery, and exciters).

Duke Energy Carolinas, LLC

Electricity No. 4  
North Carolina Ninth Revised Leaf No. 91  
Superseding North Carolina Eighth Revised Leaf No. 91

**SCHEDULE PP-N (NC)  
NON-HYDROELECTRIC QUALIFYING FACILITIES  
PURCHASED POWER**

**Net Power:** The term "Net Power" shall mean the total amount of electric power produced by the Customer's generating facilities less the portion of that power used to supply the generating facilities' Auxiliary Load.

**Month:** The term "Month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing, such readings being taken once per month.

For Option A Rates, the On-Peak Months shall be the billing Months of June through September and December through March. The Off-Peak Months shall be the billing Months of April, May, October and November.

For Option B Rates, the Summer Months are the period from June 1 through September 30. The Non-Summer Months are the period from October 1 through May 31.

**DETERMINATION OF ON-PEAK AND OFF-PEAK ENERGY**

On-Peak Energy shall be energy, in kilowatt-hours, which is supplied to the Company during On-Peak Period Hours. Off-Peak Energy shall be energy, in kilowatt-hours, which is supplied to the Company during the Off-Peak Period Hours.

For Option A Rates, the On-Peak Period Hours shall be those hours, Monday through Friday, beginning at 7 A.M. and ending at 11 P.M. The Off-Peak Period Hours shall be all other weekday hours and all Saturday and Sunday hours.

For Option B Rates, the On-Peak Period Hours shall be those hours, Monday through Friday, beginning at 1 P.M. and ending at 9 P.M. during Summer Months, and beginning at 6 A.M. and ending at 1 P.M. during Non-Summer Months. The Off-Peak Period Hours shall be all other weekday hours and all Saturday and Sunday hours. All hours for the following holidays shall be considered as Off-Peak: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

**SAFETY, INTERCONNECTION AND INSPECTION REQUIREMENTS**

This Schedule is only applicable for installed generation systems and equipment that comply with the provisions outlined in the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections (hereinafter "Interconnection Procedures") as approved by the North Carolina Utilities Commission.

The Customer must submit an Interconnection Request, which must be accepted by the Company, pay an application fee, comply with the liability insurance requirements of the Interconnection Procedures and enter into a specific contract providing for interconnection to the Company's system.

In order to ensure protection of the Company's system, the Company reserves the right, at its discretion, to inspect the Customer's generation system and equipment at any time upon reasonable notice to the Customer in an effort to ensure compliance with the Interconnection Procedures. The Company reserves the right to disconnect electric service to the premises if the Company determines that the Customer's generation system and equipment is not in compliance with the Interconnection Procedures and is being operated in parallel with the Company's system.

**INTERCONNECTION FACILITIES CHARGE**

The Customer shall be responsible for providing suitable control and protective devices on his equipment to assure no disturbance to other customers of the Company or to the Company itself, and to protect the Customer's facilities from all loss or damage which could result from operation with the Company's system.

The Company will furnish, install, own, and maintain interconnection facilities as necessary for service under this Schedule including: suitable control and protective devices installed on Company equipment to allow operation of the Customer's generating facilities; metering facilities equipped to prevent reverse registration for the measurement of service under this Schedule; and any other modifications to its system required to serve the Customer under this Schedule as determined by the Company.

All such facilities shall be subject to a monthly charge under the Extra Facilities provisions of the Company's Service Regulations provided, however, that the minimum Extra Facilities charge shall not apply. The Company reserves the right to install at any time facilities necessary for the appropriate measurement of service under this Schedule and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

When the installed generating system complies with the North Carolina Interconnection Procedures and no additional interconnection facilities are required, the Facilities Charge shown in the Rate above will be applied to cover the cost of the Company's metering and installation.

Duke Energy Carolinas, LLC

Electricity No. 4  
North Carolina Ninth Revised Leaf No. 91  
Superseding North Carolina Eighth Revised Leaf No. 91

**SCHEDULE PP-N (NC)  
NON-HYDROELECTRIC QUALIFYING FACILITIES  
PURCHASED POWER**

**DETERMINATION OF CAPACITY CREDITS**

Capacity Credits will be based on the energy, in kilowatt-hours, which is supplied to the Company during the On-Peak Period Hours of the Month and will be applied to the Customer's bill in the appropriate Month.

Capacity Credits are available only to qualifying facilities classified as "new capacity" in accordance with the Federal Energy Regulatory Commission's Order No. 69 in Docket No. RM79-55 and in accordance with the North Carolina Utilities Commission's Order dated September 21, 1981 in Docket No. E-100, Sub 41.

**POWER FACTOR CORRECTION**

When the average Monthly power factor of the power supplied by the Customer to the Company is less than 90 percent or greater than 97 percent, the Company may correct the energy, in kilowatt-hours, as appropriate. The Company reserves the right to install facilities necessary for the measurement of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

**PAYMENTS**

Credit billings to the Customer shall be payable to the Customer within fifteen (15) days of the date of the bill.

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

Each Customer shall enter into a contract which shall specify the amount of capacity committed for delivery throughout the term of the contract and shall specify one of the following as the initial term and associated rate: variable rate for five (5) years or fixed long-term rate for five (5), ten (10) or fifteen (15) years. Following the initial term, the Variable Rate as from time to time amended by the North Carolina Utilities Commission shall apply to all power purchased by the Company until superseded by a new contract.

The Company reserves the right to terminate the Customer's contract under this Schedule at any time upon written notice to the Customer in the event that the Customer violates any of the terms or conditions of this Schedule or operates its generating facilities in a manner which is detrimental to the Company or any of its Customers or fails to deliver energy to the Company for six (6) consecutive Months. In the event of early termination of a contract under this Schedule, the Customer will be required to pay the Company for costs due to such early termination.

**SCHEDULE PP-H (NC)  
HYDROELECTRIC QUALIFYING FACILITIES  
PURCHASED POWER**

**AVAILABILITY (North Carolina only)**

Available only to establishments located in the Company's North Carolina service territory which have hydroelectric generating facilities owned or operated by small power producers as defined in G.S. 62-3 (27a) contracting to sell generating capacity and energy not in excess of five (5) megawatts which are interconnected directly with the Company's system and which are qualifying facilities as defined by the Federal Energy Regulatory Commission pursuant to Section 210 of the Public Utility Regulatory Policies Act of 1978.

The Fixed Long-Term Rates on this Schedule are available only to Customers under contract with the Company on or before November 1, 2010, for delivery of power beginning on or before the earlier of thirty (30) months from the date of execution of the contract or May 1, 2013.

Notwithstanding the above, all qualifying facilities have the option to sell energy to the Company on an "as available" basis and receive energy credits only calculated using the Variable Rates identified in this Schedule for the delivered energy.

This Schedule is not applicable to a qualifying facility owned by a Customer, or affiliate or partner of a Customer, who sells power to the Company from another facility within one-half mile.

Service necessary for the delivery of the Customer's Net Power into the Company's system under this Schedule shall be furnished solely to the individual contracting Customer in a single enterprise, located entirely on a single, contiguous premise. Service hereunder shall be restricted to the Net Capacity of the Customer's generating facilities which may be operated in parallel with the Company's system. Service necessary to supply the Customer's total load requirements other than Auxiliary Load, and service necessary to supply the Customer's Auxiliary Load when the Customer's generating facilities are not operating, shall be billed on the applicable schedule(s) of the Company. Net Power delivered to the Company under this Schedule shall not offset or be substituted for power contracted for or which may be contracted for under any other schedule of the Company, except at the option of the Company under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to service under this Schedule are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits for such service and the Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from purchasing power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

**TYPE OF SERVICE**

Company will furnish 60 Hertz service through one metering point, at one delivery point, at one of the following approximate voltages, where available, upon mutual agreement:

- Single-phase, 120/240 volts; or
- 3-phase, 3-wire, 240, 480, 4160, 12470, or 24940 volts, or
- 3-phase voltages other than the foregoing, but only at the Company's option, and provided that the size of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications

The type of service under this Schedule shall be determined by the Company. Prospective customers shall ascertain the available voltage by written inquiry of the Company before purchasing equipment.

**RATE \* (One of the following two Rate options shall apply):**

**Option A**

Administrative Charge \$ 8.17 per month

Facilities Charge (if applicable – See Interconnection Facilities Charge) \$ 8.03 per month

Interconnected to Distribution System:

	<u>Variable Rate</u>	<u>5 Years</u>	<u>Fixed Long-Term Rate (a)</u>	
			<u>10 Years (a)</u>	<u>15 Years (a)</u>
<b>I. Capacity Credit</b>				
a. All On-Peak Energy per On-Peak Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	4.30¢	4.54¢	5.05¢	5.37¢
ii. for all other hydroelectric facilities	2.58¢	2.72¢	3.03¢	3.22¢
b. All On-Peak Energy per Off-Peak Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	0.85¢	0.90¢	1.00¢	1.06¢
ii. for all other hydroelectric facilities	0.51¢	0.54¢	0.60¢	0.64¢
<b>II. Energy Credit</b>				
a. All On-Peak Energy per Month per kWh:	6.27¢	6.33¢	6.40¢	6.52¢
b. All Off-Peak Energy per Month per kWh:	4.79¢	4.64¢	4.43¢	4.47¢

North Carolina Ninth Revised Leaf No. 92

Effective for service on and after May 23, 2009

NCUC Docket No. E-100, Sub 117, Order dated May 13, 2009

**SCHEDULE PP-H (NC)  
HYDROELECTRIC QUALIFYING FACILITIES  
PURCHASED POWER**

**Interconnected to Transmission System:**

	<u>Variable Rate</u>	<u>5 Years</u>	<u>Fixed Long-Term Rate (a)</u>	
			<u>10 Years (a)</u>	<u>15 Years (a)</u>
<b>I. Capacity Credit</b>				
a. All On-Peak Energy per On-Peak Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	4.18¢	4.41¢	4.91¢	5.22¢
ii. for all other hydroelectric facilities	2.51¢	2.65¢	2.95¢	3.13¢
b. All On-Peak Energy per Off-Peak Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	0.83¢	0.87¢	0.97¢	1.03¢
ii. for all other hydroelectric facilities	0.50¢	0.52¢	0.58¢	0.62¢
<b>II. Energy Credit</b>				
a. All On-Peak Energy per Month per kWh:	6.10¢	6.15¢	6.22¢	6.34¢
b. All Off-Peak Energy per Month per kWh:	4.67¢	4.52¢	4.32¢	4.36¢

**Option B**

Administrative Charge	\$ 8.17 per month
Facilities Charge (if applicable – See Interconnection Facilities Charge)	\$ 8.03 per month

**Interconnected to Distribution System:**

	<u>Variable Rate</u>	<u>5 Years</u>	<u>Fixed Long-Term Rate (a)</u>	
			<u>10 Years (a)</u>	<u>15 Years (a)</u>
<b>I. Capacity Credit</b>				
a. All On-Peak Energy per Summer Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	15.14¢	15.97¢	17.77¢	18.89¢
ii. for all other hydroelectric facilities	9.08¢	9.58¢	10.67¢	11.34¢
b. All On-Peak Energy per Non-Summer Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	2.34¢	2.47¢	2.74¢	2.92¢
ii. for all other hydroelectric facilities	1.40¢	1.48¢	1.65¢	1.75¢
<b>II. Energy Credit</b>				
a. All On-Peak Energy per Month per kWh:	6.59¢	6.63¢	6.63¢	6.79¢
b. All Off-Peak Energy per Month per kWh:	5.20¢	5.12¢	5.02¢	5.07¢

**Interconnected to Transmission System:**

	<u>Variable Rate</u>	<u>5 Years</u>	<u>Fixed Long-Term Rate (a)</u>	
			<u>10 Years (a)</u>	<u>15 Years (a)</u>
<b>I. Capacity Credit</b>				
a. All On-Peak Energy per Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	14.72¢	15.53¢	17.29¢	18.37¢
ii. for all other hydroelectric facilities	8.83¢	9.32¢	10.37¢	11.03¢
b. All On-Peak Energy per Non-Summer Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	2.27¢	2.40¢	2.67¢	2.84¢
ii. for all other hydroelectric facilities	1.36¢	1.44¢	1.60¢	1.70¢
<b>II. Energy Credit</b>				
a. All On-Peak Energy per Month per kWh:	6.41¢	6.45¢	6.45¢	6.60¢
b. All Off-Peak Energy per Month per kWh:	5.07¢	4.99¢	4.90¢	4.95¢

Notes: (a) Contracts for the 10-Year and 15-Year Fixed Long-Term Rates are subject to a provision making the contract renewable for subsequent term(s) at the option of the Company on substantially the same terms and provisions and at a rate either (1) mutually agreed upon by the parties negotiating in good faith and taking into consideration the Company's then avoided cost rates and other relevant factors, or (2) set by arbitration.

\* Unless otherwise specified in the Company's contract with the Customer, payment of credits under this Schedule do not convey to the Company the right to renewable energy credits (RECs) associated with the energy delivered to the Company by the Customer.

SCHEDULE PP-H (NC)  
HYDROELECTRIC QUALIFYING FACILITIES  
PURCHASED POWER

DEFINITIONS

**Nameplate Capacity:** The term "Nameplate Capacity" shall mean the maximum continuous electrical output capability of the generator(s) at any time at a power factor of ninety percent (90%).

**Net Capacity:** The term "Net Capacity" shall mean the Nameplate Capacity of the Customer's generating facilities, less the portion of that capacity needed to serve the generating facilities' Auxiliary Load.

**Auxiliary Load:** The term "Auxiliary Load" shall mean power used to operate auxiliary equipment in the facility necessary for power generation (such as pumps, blowers, fuel preparation machinery, and exciters).

**Net Power:** The term "Net Power" shall mean the total amount of electric power produced by the Customer's generating facilities less the portion of that power used to supply the generating facilities' Auxiliary Load.

**Month:** The term "Month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing, such readings being taken once per month.

For Option A Rates, the On-Peak Months shall be the billing Months of June through September and December through March. The Off-Peak Months shall be the billing Months of April, May, October and November.

For Option B Rates, the Summer Months are the period from June 1 through September 30. The Non-Summer Months are the period from October 1 through May 31.

DETERMINATION OF ON-PEAK AND OFF-PEAK ENERGY

**On-Peak Energy** shall be energy, in kilowatt-hours, which is supplied to the Company during On-Peak Period Hours. **Off-Peak Energy** shall be energy, in kilowatt-hours, which is supplied to the Company during the Off-Peak Period Hours.

For Option A Rates, the On-Peak Period Hours shall be those hours, Monday through Friday, beginning at 7 A.M. and ending at 11 P.M. The Off-Peak Period Hours shall be all other weekday hours and all Saturday and Sunday hours.

For Option B Rates, the On-Peak Period Hours shall be those hours, Monday through Friday, beginning at 1 P.M. and ending at 9 P.M. during Summer Months, and beginning at 6 A.M. and ending at 1 P.M. during Non-Summer Months. The Off-Peak Period Hours shall be all other weekday hours and all Saturday and Sunday hours. All hours for the following holidays shall be considered as Off-Peak: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

SAFETY, INTERCONNECTION AND INSPECTION REQUIREMENTS

This Schedule is only applicable for installed generation systems and equipment that comply with the provisions outlined in the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections (hereinafter "Interconnection Procedures") as approved by the North Carolina Utilities Commission.

The Customer must submit an Interconnection Request, which must be accepted by the Company, pay an application fee, comply with the liability insurance requirements of the Interconnection Procedures and enter into a specific contract providing for interconnection to the Company's system.

In order to ensure protection of the Company's system, the Company reserves the right, at its discretion, to inspect the Customer's generation system and equipment at any time upon reasonable notice to the Customer in an effort to ensure compliance with the Interconnection Procedures. The Company reserves the right to disconnect electric service to the premises if the Company determines that the Customer's generation system and equipment is not in compliance with the Interconnection Procedures and is being operated in parallel with the Company's system.

INTERCONNECTION FACILITIES CHARGE

The Customer shall be responsible for providing suitable control and protective devices on his equipment to assure no disturbance to other customers of the Company or to the Company itself, and to protect the Customer's facilities from all loss or damage which could result from operation with the Company's system.

SCHEDULE PP-H (NC)  
HYDROELECTRIC QUALIFYING FACILITIES  
PURCHASED POWER

The Company will furnish, install, own, and maintain interconnection facilities as necessary for service under this Schedule including: suitable control and protective devices installed on Company equipment to allow operation of the Customer's generating facilities (see exception below); metering facilities equipped to prevent reverse registration for the measurement of service under this Schedule; and any other modifications to its system required to serve the Customer under this Schedule as determined by the Company.

All such facilities shall be subject to a monthly charge under the Extra Facilities provisions of the Company's Service Regulations, provided, however, that the minimum Extra Facilities charge shall not apply. The Company reserves the right to install at any time facilities necessary for the appropriate measurement of service under this Schedule and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

When the installed generating system complies with the North Carolina Interconnection Procedures and no additional interconnection facilities are required, the Facilities Charge shown in the Rate above will be applied to cover the cost of the Company's metering and installation.

DETERMINATION OF CAPACITY CREDITS

Capacity Credits will be based on the energy, in kilowatt-hours, which is supplied to the Company during the On-Peak Period Hours of the Month and will be applied to the Customer's bill in the appropriate Month.

Capacity Credits are available only to qualifying facilities classified as "new capacity" in accordance with the Federal Energy Regulatory Commission's Order No. 69 in Docket No. RM79-55 and in accordance with the North Carolina Utilities Commission's Order dated September 21, 1981 in Docket No. E-100, Sub 41.

POWER FACTOR CORRECTION

When the average Monthly power factor of the power supplied by the Customer to the Company is less than 90 percent or greater than 97 percent, the Company may correct the energy, in kilowatt-hours, as appropriate. The Company reserves the right to install facilities necessary for the measurement of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

PAYMENTS

Credit billings to the Customer shall be payable to the Customer within fifteen (15) days of the date of the bill.

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each Customer shall enter into a contract which shall specify the amount of capacity committed for delivery throughout the term of the contract and shall specify one of the following as the initial term and associated rate: variable rate for five (5) years or fixed long-term rate for five (5), ten (10) or fifteen (15) years. Following the initial term, the Variable Rate as from time to time amended by the North Carolina Utilities Commission shall apply to all power purchased by the Company until superseded by a new contract.

The Company reserves the right to terminate the Customer's contract under this Schedule at any time upon written notice to the Customer in the event that the Customer violates any of the terms or conditions of this Schedule or operates its generating facilities in a manner which is detrimental to the Company or any of its Customers or fails to deliver energy to the Company for six (6) consecutive months. In the event of early termination of a contract under this Schedule, the Customer will be required to pay the Company for costs due to such early termination.

Duke Energy Carolinas, LLC

Electricity No. 4  
North Carolina ~~Ninth Tenth~~ Revised Leaf No. 91  
Superseding North Carolina ~~Eighth Ninth~~ Revised Leaf No. 91

SCHEDULE PP-N (NC)  
NON-HYDROELECTRIC QUALIFYING FACILITIES  
PURCHASED POWER

AVAILABILITY (North Carolina only)

Available only to establishments located in the Company's North Carolina service territory which have non-hydroelectric qualifying facilities fueled by trash or methane derived from landfills, hog waste, poultry waste, solar, wind, and non-animal forms of biomass contracting to sell generating capacity and energy not in excess of five (5) megawatts, or other non-hydroelectric generating facilities contracting to sell generating capacity and energy not in excess of three (3) megawatts, which are interconnected directly with the Company's system and which are qualifying facilities as defined by the Federal Energy Regulatory Commission pursuant to Section 210 of the Public Utility Regulatory Policies Act of 1978.

The Fixed Long-Term Rates on this Schedule are available only to Customers under contract with the Company on or before November 1, 2012~~9~~ for delivery of power beginning on or before the earlier of thirty (30) months from the date of execution of the contract or May 1, 201~~5~~~~3~~.

Notwithstanding the above, all qualifying facilities have the option to sell energy to the Company on an "as available" basis and receive energy credits only calculated using the Variable Rates identified in this Schedule for the delivered energy.

This Schedule is not applicable to a qualifying facility owned by a Customer, or affiliate or partner of a Customer, who sells power to the Company from another facility within one-half mile.

Service necessary for the delivery of the Customer's Net Power into the Company's system under this Schedule shall be furnished solely to the individual contracting Customer in a single enterprise, located entirely on a single, contiguous premise. Service hereunder shall be restricted to the Net Capacity of the Customer's generating facilities which may be operated in parallel with the Company's system. Service necessary to supply the Customer's total load requirements other than Auxiliary Load, and service necessary to supply the Customer's Auxiliary Load when the Customer's generating facilities are not operating, shall be billed on the applicable schedule(s) of the Company. Net Power delivered to the Company under this Schedule shall not offset or be substituted for power contracted for or which may be contracted for under any other schedule of the Company, except at the option of the Company under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to service under this Schedule are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits for such service and the Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from purchasing power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

Company will furnish 60 Hertz service through one metering point, at one delivery point, at one of the following approximate voltages, where available, upon mutual agreement:

- Single-phase, 120/240 volts; or
- 3-phase, 3-wire, 240, 480, 4160, 12470, or 24940 volts, or
- 3-phase voltages other than the foregoing, but only at the Company's option, and provided that the size of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications.

The type of service under this Schedule shall be determined by the Company. Prospective customers shall ascertain the available voltage by written inquiry of the Company before purchasing equipment.

RATE \* (One of the following two Rate options shall apply):

Option A

Administrative Charge	\$ 8.17 per month
Facilities Charge (if applicable – See Interconnection Facilities Charge)	\$ 8.03 per month

Interconnected to Distribution System:

	Variable Rate	Fixed Long-Term Rate (a)		
		5 Years	10 Years (b)	15 Years (b)
I. Capacity Credit				
a. All On-Peak Energy per On-Peak Month per kWh:	<del>2.76</del> 2.58¢	<del>2.85</del> 2.72¢	<del>2.99</del> 3.03¢	<del>3.12</del> 3.22¢
b. All On-Peak Energy per Off-Peak Month per kWh:	<del>0.55</del> 0.51¢	<del>0.56</del> 0.54¢	<del>0.59</del> 0.60¢	<del>0.62</del> 0.64¢
II. Energy Credit				
a. All On-Peak Energy per Month per kWh:	<del>4.96</del> 6.27¢	<del>5.08</del> 6.33¢	<del>5.706</del> 4.40¢	<del>5.996</del> 5.52¢
b. All Off-Peak Energy per Month per kWh:	<del>3.82</del> 4.79¢	<del>3.95</del> 4.64¢	<del>4.274</del> 4.3¢	<del>4.334</del> 4.47¢

North Carolina ~~Ninth Tenth~~ Revised Leaf No. 91  
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Duke Energy Carolinas, LLC

Electricity No. 4  
North Carolina ~~Ninth Tenth~~ Revised Leaf No. 91  
Superseding North Carolina ~~Eighth Ninth~~ Revised Leaf No. 91

SCHEDULE PP-N (NC)  
NON-HYDROELECTRIC QUALIFYING FACILITIES  
PURCHASED POWER

Interconnected to Transmission System:

	Variable Rate	Fixed Long-Term Rate (a)		
		5 Years	10 Years (b)	15 Years (b)
I. Capacity Credit				
a. All On-Peak Energy per On-Peak Month per kWh:	<u>2.69</u> <del>2.51¢</del>	<u>2.78</u> <del>2.65¢</del>	<u>2.91</u> <del>2.95¢</del>	<u>3.04</u> <del>3.13¢</del>
b. All On-Peak Energy per Off-Peak Month per kWh:	<u>0.53</u> <del>0.50¢</del>	<u>0.55</u> <del>0.52¢</del>	<u>0.58</u> <del>0.58¢</del>	<u>0.60</u> <del>0.62¢</del>
II. Energy Credit				
a. All On-Peak Energy per Month per kWh:	<u>4.84</u> <del>6.10¢</del>	<u>4.95</u> <del>6.15¢</del>	<u>5.55</u> <del>6.22¢</del>	<u>5.84</u> <del>6.34¢</del>
b. All Off-Peak Energy per Month per kWh:	<u>3.73</u> <del>4.67¢</del>	<u>3.86</u> <del>4.52¢</del>	<u>4.17</u> <del>4.32¢</del>	<u>4.23</u> <del>4.36¢</del>

Option B

Administrative Charge	\$ 8.17 per month
Facilities Charge (if applicable – See Interconnection Facilities Charge)	\$ 8.03 per month

Interconnected to Distribution System:

	Variable Rate	Fixed Long-Term Rate (a)		
		5 Years	10 Years (b)	15 Years (b)
I. Capacity Credit				
a. All On-Peak Energy per Summer Month per kWh:	<u>9.69</u> <del>9.08¢</del>	<u>10.01</u> <del>9.58¢</del>	<u>10.51</u> <del>10.67¢</del>	<u>10.97</u> <del>11.34¢</del>
b. All On-Peak Energy per Non-Summer Month per kWh:	<u>1.50</u> <del>1.40¢</del>	<u>1.55</u> <del>1.48¢</del>	<u>1.63</u> <del>1.65¢</del>	<u>1.70</u> <del>1.75¢</del>
II. Energy Credit				
a. All On-Peak Energy per Month per kWh:	<u>5.11</u> <del>6.59¢</del>	<u>5.34</u> <del>6.63¢</del>	<u>5.92</u> <del>6.63¢</del>	<u>6.20</u> <del>6.79¢</del>
b. All Off-Peak Energy per Month per kWh:	<u>4.15</u> <del>5.20¢</del>	<u>4.26</u> <del>5.12¢</del>	<u>4.68</u> <del>5.02¢</del>	<u>4.82</u> <del>5.07¢</del>

Interconnected to Transmission System:

	Variable Rate	Fixed Long-Term Rate (a)		
		5 Years	10 Years (b)	15 Years (b)
I. Capacity Credit				
a. All On-Peak Energy per Summer Month per kWh:	<u>9.45</u> <del>8.83¢</del>	<u>9.76</u> <del>9.32¢</del>	<u>10.24</u> <del>10.37¢</del>	<u>10.69</u> <del>11.03¢</del>
b. All On-Peak Energy per Non-Summer Month per kWh:	<u>1.46</u> <del>1.36¢</del>	<u>1.51</u> <del>1.44¢</del>	<u>1.58</u> <del>1.60¢</del>	<u>1.66</u> <del>1.70¢</del>
II. Energy Credit				
a. All On-Peak Energy per Month per kWh:	<u>4.98</u> <del>6.41¢</del>	<u>5.21</u> <del>6.45¢</del>	<u>5.77</u> <del>6.45¢</del>	<u>6.05</u> <del>6.60¢</del>
b. All Off-Peak Energy per Month per kWh:	<u>4.06</u> <del>5.07¢</del>	<u>4.16</u> <del>4.99¢</del>	<u>4.57</u> <del>4.90¢</del>	<u>4.71</u> <del>4.95¢</del>

Notes: (a) The 10-Year and 15-Year Fixed Long-Term Rates are applicable only to those qualifying facilities which are non-hydroelectric qualifying facilities fueled by trash or methane derived from landfills, hog waste, poultry waste, solar, wind, and non-animal forms of biomass contracting to sell capacity and energy not in excess of five (5) megawatts.

(b) Contracts for the 10-Year and 15-Year Fixed Long-Term Rates are subject to a provision making the contract renewable for subsequent term(s) at the option of the Company on substantially the same terms and provisions and at a rate either (1) mutually agreed upon by the parties negotiating in good faith and taking into consideration the Company's then avoided cost rates and other relevant factors, or (2) set by arbitration.

\* Unless otherwise specified in the Company's contract with the Customer, payment of credits under this Schedule do not convey to the Company the right to renewable energy credits (RECs) associated with the energy delivered to the Company by the Customer.

**DEFINITIONS**

**Nameplate Capacity:** The term "Nameplate Capacity" shall mean the maximum continuous electrical output capability of the generator(s) at any time at a power factor of ninety percent (90%).

**Net Capacity:** The term "Net Capacity" shall mean the Nameplate Capacity of the Customer's generating facilities, less the portion of that capacity needed to serve the generating facilities' Auxiliary Load.

**Auxiliary Load:** The term "Auxiliary Load" shall mean power used to operate auxiliary equipment in the facility necessary for power generation (such as pumps, blowers, fuel preparation machinery, and exciters).

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Duke Energy Carolinas, LLC

Electricity No. 4  
North Carolina ~~Ninth Tenth~~ Revised Leaf No. 91  
Superseding North Carolina ~~Eighth Ninth~~ Revised Leaf No. 91

**SCHEDULE PP-N (NC)  
NON-HYDROELECTRIC QUALIFYING FACILITIES  
PURCHASED POWER**

**Net Power:** The term "Net Power" shall mean the total amount of electric power produced by the Customer's generating facilities less the portion of that power used to supply the generating facilities' Auxiliary Load.

**Month:** The term "Month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing, such readings being taken once per month.

*For Option A Rates, the On-Peak Months shall be the billing Months of June through September and December through March. The Off-Peak Months shall be the billing Months of April, May, October and November.*

For Option B Rates, the Summer Months are the period from June 1 through September 30. The Non-Summer Months are the period from October 1 through May 31.

**DETERMINATION OF ON-PEAK AND OFF-PEAK ENERGY**

**On-Peak Energy** shall be energy, in kilowatt-hours, which is supplied to the Company during On-Peak Period Hours. **Off-Peak Energy** shall be energy, in kilowatt-hours, which is supplied to the Company during the Off-Peak Period Hours.

For Option A Rates, the On-Peak Period Hours shall be those hours, Monday through Friday, beginning at 7 A.M. and ending at 11 P.M. The Off-Peak Period Hours shall be all other weekday hours and all Saturday and Sunday hours.

For Option B Rates, the On-Peak Period Hours shall be those hours, Monday through Friday, beginning at 1 P.M. and ending at 9 P.M. during Summer Months, and beginning at 6 A.M. and ending at 1 P.M. during Non-Summer Months. The Off-Peak Period Hours shall be all other weekday hours and all Saturday and Sunday hours. All hours for the following holidays shall be considered as Off-Peak: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

**SAFETY, INTERCONNECTION AND INSPECTION REQUIREMENTS**

This Schedule is only applicable for installed generation systems and equipment that comply with the provisions outlined in the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections (hereinafter "Interconnection Procedures") as approved by the North Carolina Utilities Commission.

The Customer must submit an Interconnection Request, which must be accepted by the Company, pay an application fee, comply with the liability insurance requirements of the Interconnection Procedures and enter into a specific contract providing for interconnection to the Company's system.

In order to ensure protection of the Company's system, the Company reserves the right, at its discretion, to inspect the Customer's generation system and equipment at any time upon reasonable notice to the Customer in an effort to ensure compliance with the Interconnection Procedures. The Company reserves the right to disconnect electric service to the premises if the Company determines that the Customer's generation system and equipment is not in compliance with the Interconnection Procedures and is being operated in parallel with the Company's system.

**INTERCONNECTION FACILITIES CHARGE**

The Customer shall be responsible for providing suitable control and protective devices on his equipment to assure no disturbance to other customers of the Company or to the Company itself, and to protect the Customer's facilities from all loss or damage which could result from operation with the Company's system.

The Company will furnish, install, own, and maintain interconnection facilities as necessary for service under this Schedule including: suitable control and protective devices installed on Company equipment to allow operation of the Customer's generating facilities; metering facilities equipped to prevent reverse registration for the measurement of service under this Schedule; and any other modifications to its system required to serve the Customer under this Schedule as determined by the Company.

All such facilities shall be subject to a monthly charge under the Extra Facilities provisions of the Company's Service Regulations provided, however, that the minimum Extra Facilities charge shall not apply. The Company reserves the right to install at any time facilities necessary for the appropriate measurement of service under this Schedule and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

When the installed generating system complies with the North Carolina Interconnection Procedures and no additional interconnection facilities are required, the Facilities Charge shown in the Rate above will be applied to cover the cost of the Company's metering and installation.

Duke Energy Carolinas, LLC

Electricity No. 4  
North Carolina ~~Ninth Tenth~~ Revised Leaf No. 91  
Superseding North Carolina ~~Eighth Ninth~~ Revised Leaf No. 91

SCHEDULE PP-N (NC)  
NON-HYDROELECTRIC QUALIFYING FACILITIES  
PURCHASED POWER

DETERMINATION OF CAPACITY CREDITS

Capacity Credits will be based on the energy, in kilowatt-hours, which is supplied to the Company during the On-Peak Period Hours of the Month and will be applied to the Customer's bill in the appropriate Month.

Capacity Credits are available only to qualifying facilities classified as "new capacity" in accordance with the Federal Energy Regulatory Commission's Order No. 69 in Docket No. RM79-55 and in accordance with the North Carolina Utilities Commission's Order dated September 21, 1981 in Docket No. E-100, Sub 41.

POWER FACTOR CORRECTION

When the average Monthly power factor of the power supplied by the Customer to the Company is less than 90 percent or greater than 97 percent, the Company may correct the energy, in kilowatt-hours, as appropriate. The Company reserves the right to install facilities necessary for the measurement of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

PAYMENTS

Credit billings to the Customer shall be payable to the Customer within fifteen (15) days of the date of the bill.

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each Customer shall enter into a contract which shall specify the amount of capacity committed for delivery throughout the term of the contract and shall specify one of the following as the initial term and associated rate: variable rate for five (5) years or fixed long-term rate for five (5), ten (10) or fifteen (15) years. Following the initial term, the Variable Rate as from time to time amended by the North Carolina Utilities Commission shall apply to all power purchased by the Company until superseded by a new contract.

The Company reserves the right to terminate the Customer's contract under this Schedule at any time upon written notice to the Customer in the event that the Customer violates any of the terms or conditions of this Schedule or operates its generating facilities in a manner which is detrimental to the Company or any of its Customers or fails to deliver energy to the Company for six (6) consecutive Months. In the event of early termination of a contract under this Schedule, the Customer will be required to pay the Company for costs due to such early termination.

SCHEDULE PP-H (NC)  
 HYDROELECTRIC QUALIFYING FACILITIES  
 PURCHASED POWER

AVAILABILITY (North Carolina only)

Available only to establishments located in the Company's North Carolina service territory which have hydroelectric generating facilities owned or operated by small power producers as defined in G.S. 62-3 (27a) contracting to sell generating capacity and energy not in excess of five (5) megawatts which are interconnected directly with the Company's system and which are qualifying facilities as defined by the Federal Energy Regulatory Commission pursuant to Section 210 of the Public Utility Regulatory Policies Act of 1978.

The Fixed Long-Term Rates on this Schedule are available only to Customers under contract with the Company on or before November 1, 2012~~9~~, for delivery of power beginning on or before the earlier of thirty (30) months from the date of execution of the contract or May 1, 2015~~3~~.

Notwithstanding the above, all qualifying facilities have the option to sell energy to the Company on an "as available" basis and receive energy credits only calculated using the Variable Rates identified in this Schedule for the delivered energy.

This Schedule is not applicable to a qualifying facility owned by a Customer, or affiliate or partner of a Customer, who sells power to the Company from another facility within one-half mile.

Service necessary for the delivery of the Customer's Net Power into the Company's system under this Schedule shall be furnished solely to the individual contracting Customer in a single enterprise, located entirely on a single, contiguous premise. Service hereunder shall be restricted to the Net Capacity of the Customer's generating facilities which may be operated in parallel with the Company's system. Service necessary to supply the Customer's total load requirements other than Auxiliary Load, and service necessary to supply the Customer's Auxiliary Load when the Customer's generating facilities are not operating, shall be billed on the applicable schedule(s) of the Company. Net Power delivered to the Company under this Schedule shall not offset or be substituted for power contracted for or which may be contracted for under any other schedule of the Company, except at the option of the Company under special terms and conditions expressed in writing in the contract with the Customer.

The obligations of the Company in regard to service under this Schedule are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits for such service and the Company shall not be liable to any customer or applicant for power in the event it is delayed in, or is prevented from purchasing power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

Company will furnish 60 Hertz service through one metering point, at one delivery point, at one of the following approximate voltages, where available, upon mutual agreement:

- Single-phase, 120/240 volts; or
- 3-phase, 3-wire, 240, 480, 4160, 12470, or 24940 volts, or
- 3-phase voltages other than the foregoing, but only at the Company's option, and provided that the size of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications

The type of service under this Schedule shall be determined by the Company. Prospective customers shall ascertain the available voltage by written inquiry of the Company before purchasing equipment.

RATE \* (One of the following two Rate options shall apply):

Option A

- Administrative Charge \$ 8.17 per month
- Facilities Charge (if applicable – See Interconnection Facilities Charge) \$ 8.03 per month
- Interconnected to Distribution System:

		<u>Fixed Long-Term Rate (a)</u>		
	<u>Variable Rate</u>	<u>5 Years</u>	<u>10 Years (a)</u>	<u>15 Years (a)</u>
I. Capacity Credit				
a. All On-Peak Energy per On-Peak Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	<del>4.60</del> 4.30¢	<del>4.75</del> 4.54¢	<del>4.98</del> 5.05¢	<del>5.20</del> 5.37¢
ii. for all other hydroelectric facilities	<del>2.76</del> 2.58¢	<del>2.85</del> 2.72¢	<del>2.99</del> 3.03¢	<del>3.12</del> 3.22¢
b. All On-Peak Energy per Off-Peak Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	<del>0.91</del> 0.85¢	<del>0.94</del> 0.90¢	<del>0.98</del> 1.00¢	<del>1.03</del> 1.06¢
ii. for all other hydroelectric facilities	<del>0.55</del> 0.51¢	<del>0.56</del> 0.54¢	<del>0.59</del> 0.60¢	<del>0.62</del> 0.64¢
II. Energy Credit				
a. All On-Peak Energy per Month per kWh:	<del>4.96</del> 6.27¢	<del>5.08</del> 6.33¢	<del>5.70</del> 6.40¢	<del>5.99</del> 6.52¢
b. All Off-Peak Energy per Month per kWh:	<del>3.82</del> 4.79¢	<del>3.95</del> 4.64¢	<del>4.27</del> 4.43¢	<del>4.33</del> 4.47¢

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SCHEDULE PP-H (NC)  
 HYDROELECTRIC QUALIFYING FACILITIES  
 PURCHASED POWER

Interconnected to Transmission System:

	Variable Rate	Fixed Long-Term Rate (a)		
		5 Years	10 Years (a)	15 Years (a)
I. Capacity Credit				
a. All On-Peak Energy per On-Peak Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	4.48 4.18¢	4.63 4.41¢	4.86 4.91¢	5.07 5.22¢
ii. for all other hydroelectric facilities	2.69 2.51¢	2.78 2.65¢	2.91 2.95¢	3.04 3.13¢
b. All On-Peak Energy per Off-Peak Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	0.89 0.83¢	0.91 0.87¢	0.96 0.97¢	1.00 1.03¢
ii. for all other hydroelectric facilities	0.53 0.50¢	0.55 0.52¢	0.58 0.58¢	0.60 0.62¢
II. Energy Credit				
a. All On-Peak Energy per Month per kWh:	4.84 6.10¢	4.95 6.15¢	5.55 6.22¢	5.84 6.34¢
b. All Off-Peak Energy per Month per kWh:	3.73 4.67¢	3.86 4.52¢	4.17 4.32¢	4.23 4.36¢

Option B

Administrative Charge	\$ 8.17 per month
Facilities Charge (if applicable – See Interconnection Facilities Charge)	\$ 8.03 per month

Interconnected to Distribution System:

	Variable Rate	Fixed Long-Term Rate (a)		
		5 Years	10 Years (a)	15 Years (a)
I. Capacity Credit				
a. All On-Peak Energy per Summer Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	16.16 15.14¢	16.68 15.97¢	17.51 17.77¢	18.28 18.89¢
ii. for all other hydroelectric facilities	9.69 9.08¢	10.01 9.58¢	10.51 10.67¢	10.97 11.34¢
b. All On-Peak Energy per Non-Summer Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	2.50 2.34¢	2.58 2.47¢	2.71 2.74¢	2.83 2.92¢
ii. for all other hydroelectric facilities	1.50 1.40¢	1.55 1.48¢	1.63 1.65¢	1.70 1.75¢
II. Energy Credit				
a. All On-Peak Energy per Month per kWh:	5.11 6.59¢	5.34 6.63¢	5.92 6.63¢	6.20 6.79¢
b. All Off-Peak Energy per Month per kWh:	4.15 5.20¢	4.26 5.12¢	4.68 5.02¢	4.82 5.07¢

Interconnected to Transmission System:

	Variable Rate	Fixed Long-Term Rate (a)		
		5 Years	10 Years (a)	15 Years (a)
I. Capacity Credit				
a. All On-Peak Energy per Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	15.75 14.72¢	16.26 15.53¢	17.07 17.29¢	17.83 18.37¢
ii. for all other hydroelectric facilities	9.45 8.83¢	9.76 9.32¢	10.24 10.37¢	10.69 11.03¢
b. All On-Peak Energy per Non-Summer Month per kWh:				
i. Hydroelectric facilities with no storage capability and no other type generation	2.44 2.27¢	2.52 2.40¢	2.64 2.67¢	2.76 2.84¢
ii. for all other hydroelectric facilities	1.46 1.36¢	1.51 1.44¢	1.58 1.60¢	1.66 1.70¢
II. Energy Credit				
a. All On-Peak Energy per Month per kWh:	4.98 6.41¢	5.21 6.45¢	5.77 6.45¢	6.05 6.60¢
b. All Off-Peak Energy per Month per kWh:	4.06 5.07¢	4.16 4.99¢	4.57 4.90¢	4.71 4.95¢

Notes: (a) Contracts for the 10-Year and 15-Year Fixed Long-Term Rates are subject to a provision making the contract renewable for subsequent term(s) at the option of the Company on substantially the same terms and provisions and at a rate either (1) mutually agreed upon by the parties negotiating in good faith and taking into consideration the Company's then avoided cost rates and other relevant factors, or (2) set by arbitration.

\* Unless otherwise specified in the Company's contract with the Customer, payment of credits under this Schedule do not convey to the Company the right to renewable energy credits (RECs) associated with the energy delivered to the Company by the Customer.

Duke Energy Carolinas, LLC

Electricity No. 4

North Carolina ~~Tenth Ninth~~ Revised Leaf No. 92Superseding North Carolina ~~Ninth Eighth~~ Revised Leaf No. 92

**SCHEDULE PP-H (NC)  
HYDROELECTRIC QUALIFYING FACILITIES  
PURCHASED POWER**

**DEFINITIONS**

**Nameplate Capacity:** The term "Nameplate Capacity" shall mean the maximum continuous electrical output capability of the generator(s) at any time at a power factor of ninety percent (90%).

**Net Capacity:** The term "Net Capacity" shall mean the Nameplate Capacity of the Customer's generating facilities, less the portion of that capacity needed to serve the generating facilities' Auxiliary Load.

**Auxiliary Load:** The term "Auxiliary Load" shall mean power used to operate auxiliary equipment in the facility necessary for power generation (such as pumps, blowers, fuel preparation machinery, and exciters).

**Net Power:** The term "Net Power" shall mean the total amount of electric power produced by the Customer's generating facilities less the portion of that power used to supply the generating facilities' Auxiliary Load.

**Month:** The term "Month" as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing, such readings being taken once per month.

For Option A Rates, the On-Peak Months shall be the billing Months of June through September and December through March. The Off-Peak Months shall be the billing Months of April, May, October and November.

For Option B Rates, the Summer Months are the period from June 1 through September 30. The Non-Summer Months are the period from October 1 through May 31.

**DETERMINATION OF ON-PEAK AND OFF-PEAK ENERGY**

On-Peak Energy shall be energy, in kilowatt-hours, which is supplied to the Company during On-Peak Period Hours. Off-Peak Energy shall be energy, in kilowatt-hours, which is supplied to the Company during the Off-Peak Period Hours.

For Option A Rates, the On-Peak Period Hours shall be those hours, Monday through Friday, beginning at 7 A.M. and ending at 11 P.M. The Off-Peak Period Hours shall be all other weekday hours and all Saturday and Sunday hours.

For Option B Rates, the On-Peak Period Hours shall be those hours, Monday through Friday, beginning at 1 P.M. and ending at 9 P.M. during Summer Months, and beginning at 6 A.M. and ending at 1 P.M. during Non-Summer Months. The Off-Peak Period Hours shall be all other weekday hours and all Saturday and Sunday hours. All hours for the following holidays shall be considered as Off-Peak: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

**SAFETY, INTERCONNECTION AND INSPECTION REQUIREMENTS**

This Schedule is only applicable for installed generation systems and equipment that comply with the provisions outlined in the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections (hereinafter "Interconnection Procedures") as approved by the North Carolina Utilities Commission.

The Customer must submit an Interconnection Request, which must be accepted by the Company, pay an application fee, comply with the liability insurance requirements of the Interconnection Procedures and enter into a specific contract providing for interconnection to the Company's system.

In order to ensure protection of the Company's system, the Company reserves the right, at its discretion, to inspect the Customer's generation system and equipment at any time upon reasonable notice to the Customer in an effort to ensure compliance with the Interconnection Procedures. The Company reserves the right to disconnect electric service to the premises if the Company determines that the Customer's generation system and equipment is not in compliance with the Interconnection Procedures and is being operated in parallel with the Company's system.

**INTERCONNECTION FACILITIES CHARGE**

The Customer shall be responsible for providing suitable control and protective devices on his equipment to assure no disturbance to other customers of the Company or to the Company itself, and to protect the Customer's facilities from all loss or damage which could result from operation with the Company's system.

Duke Energy Carolinas, LLC

Electricity No. 4

North Carolina ~~Tenth Ninth~~ Revised Leaf No. 92  
Superseding North Carolina ~~Ninth Eighth~~ Revised Leaf No. 92

SCHEDULE PP-H (NC)  
HYDROELECTRIC QUALIFYING FACILITIES  
PURCHASED POWER

The Company will furnish, install, own, and maintain interconnection facilities as necessary for service under this Schedule including: suitable control and protective devices installed on Company equipment to allow operation of the Customer's generating facilities (see exception below); metering facilities equipped to prevent reverse registration for the measurement of service under this Schedule; and any other modifications to its system required to serve the Customer under this Schedule as determined by the Company.

All such facilities shall be subject to a monthly charge under the Extra Facilities provisions of the Company's Service Regulations, provided, however, that the minimum Extra Facilities charge shall not apply. The Company reserves the right to install at any time facilities necessary for the appropriate measurement of service under this Schedule and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

When the installed generating system complies with the North Carolina Interconnection Procedures and no additional interconnection facilities are required, the Facilities Charge shown in the Rate above will be applied to cover the cost of the Company's metering and installation.

**DETERMINATION OF CAPACITY CREDITS**

Capacity Credits will be based on the energy, in kilowatt-hours, which is supplied to the Company during the On-Peak Period Hours of the Month and will be applied to the Customer's bill in the appropriate Month.

Capacity Credits are available only to qualifying facilities classified as "new capacity" in accordance with the Federal Energy Regulatory Commission's Order No. 69 in Docket No. RM79-55 and in accordance with the North Carolina Utilities Commission's Order dated September 21, 1981 in Docket No. E-100, Sub 41.

**POWER FACTOR CORRECTION**

When the average Monthly power factor of the power supplied by the Customer to the Company is less than 90 percent or greater than 97 percent, the Company may correct the energy, in kilowatt-hours, as appropriate. The Company reserves the right to install facilities necessary for the measurement of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of the Company.

**PAYMENTS**

Credit billings to the Customer shall be payable to the Customer within fifteen (15) days of the date of the bill.

Bills under this Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

**CONTRACT PERIOD**

Each Customer shall enter into a contract which shall specify the amount of capacity committed for delivery throughout the term of the contract and shall specify one of the following as the initial term and associated rate: variable rate for five (5) years or fixed long-term rate for five (5), ten (10) or fifteen (15) years. Following the initial term, the Variable Rate as from time to time amended by the North Carolina Utilities Commission shall apply to all power purchased by the Company until superseded by a new contract.

The Company reserves the right to terminate the Customer's contract under this Schedule at any time upon written notice to the Customer in the event that the Customer violates any of the terms or conditions of this Schedule or operates its generating facilities in a manner which is detrimental to the Company or any of its Customers or fails to deliver energy to the Company for six (6) consecutive months. In the event of early termination of a contract under this Schedule, the Customer will be required to pay the Company for costs due to such early termination.

Workpapers only

DUKE ENERGY CAROLINAS, LLC  
 SCHEDULE PP (NC) "Option A"  
 PP-N and PP-H (All Other with Performance Adjustment Factor of 1.2)  
 Y2010 Proposed Rates (Annualized)  
 Cents per KWH

DUKE EXHIBIT 3  
 Filed November 2010  
 Page 1 of 4

Performance Adjustment Factor: 1.200

Line No.	Description	Variable Rate	Fixed Long-Term Rates		
			5 Years	10 Years	15 Years
INTERCONNECTED TO: DISTRIBUTION SYSTEM					
1	Energy Credit On-Peak	4.96	5.08	5.70	5.99
2	Off-Peak	3.82	3.95	4.27	4.33
3	Capacity Credit On-Peak Month	2.76	2.85	2.99	3.12
4	Off-Peak Month	0.55	0.56	0.59	0.62
5	Annualized Energy	4.35	4.49	4.94	5.11
6	Annualized Capacity	<u>0.96</u>	<u>0.99</u>	<u>1.04</u>	<u>1.09</u>
7	Annualized Total	5.31	5.48	5.98	6.20

INTERCONNECTED TO: TRANSMISSION SYSTEM

8	Energy Credit On-Peak	4.84	4.95	5.55	5.84
9	Off-Peak	3.73	3.86	4.17	4.23
10	Capacity Credit On-Peak Month	2.69	2.78	2.91	3.04
11	Off-Peak Month	0.53	0.55	0.58	0.60
12	Annualized Energy	4.26	4.38	4.83	4.99
13	Annualized Capacity	<u>0.94</u>	<u>0.97</u>	<u>1.01</u>	<u>1.06</u>
14	Annualized Total	5.20	5.35	5.84	6.05

NOTE: Calculation of Annualized Numbers

Annualized Energy  
 Annualized Capacity  
 Annualized Total

(on-peak rate\*4160 + offpeak rate\*4600)/8760  
 (on-peak month rate\*2773 + off-peak month rate\*1387)/8760  
 Capacity + Energy

Workpapers only

DUKE ENERGY CAROLINAS, LLC  
 SCHEDULE PP (NC) "Option B"  
 PP-N and PP-H (All Other with Performance Adjustment Factor of 1.2)  
 Y2010 Proposed Rates (Annualized)  
 Cents per KWH

DUKE EXHIBIT 3  
 Filed November 2010  
 Page 2 of 4

Performance Adjustment Factor: 1.200

<u>Line No.</u>	<u>Description</u>	<u>Variable Rate</u>	<u>Fixed Long-Term Rates</u>		
			<u>5 Years</u>	<u>10 Years</u>	<u>15 Years</u>
INTERCONNECTED TO: DISTRIBUTION SYSTEM					
1	Energy Credit On-Peak	5.11	5.34	5.92	6.20
2	Off-Peak	4.15	4.26	4.68	4.82
3	Capacity Credit On-Peak Month	9.69	10.01	10.51	10.97
4	Off-Peak Month	1.50	1.55	1.63	1.70
5	Annualized Energy	4.35	4.49	4.94	5.11
6	Annualized Capacity	<u>0.96</u>	<u>0.99</u>	<u>1.04</u>	<u>1.09</u>
7	Annualized Total	5.31	5.48	5.98	6.20

INTERCONNECTED TO: TRANSMISSION SYSTEM

8	Energy Credit On-Peak	4.98	5.21	5.77	6.05
9	Off-Peak	4.06	4.16	4.57	4.71
10	Capacity Credit On-Peak Month	9.45	9.76	10.24	10.69
11	Off-Peak Month	1.46	1.51	1.58	1.66
12	Annualized Energy	4.26	4.38	4.83	4.99
13	Annualized Capacity	<u>0.94</u>	<u>0.97</u>	<u>1.01</u>	<u>1.06</u>
14	Annualized Total	5.20	5.35	5.84	6.05

NOTE: Calculation of Annualized Numbers

Annualized Energy	(on-peak rate*1863 + off-peak*6897)/8760
Annualized Capacity	(on-peak month rate*685 + off-peak month rate*1177)/8760
Annualized Total	Capacity + Energy

Workpapers only

DUKE ENERGY CAROLINAS, LLC  
 SCHEDULE PP-H with no storage (NC) "Option A"  
 Y2010 Proposed Rates (Annualized)  
 Cents per KWH

DUKE EXHIBIT 3  
 Filed November 2010  
 Page 3 of 4

Performance Adjustment Factor: 2.000

Line No.	Description	Variable Rate	Fixed Long-Term Rates		
			5 Years	10 Years	15 Years
INTERCONNECTED TO: DISTRIBUTION SYSTEM					
1	Energy Credit On-Peak	4.96	5.08	5.70	5.99
2	Off-Peak	3.82	3.95	4.27	4.33
3	Capacity Credit On-Peak Month	4.60	4.75	4.98	5.20
4	Off-Peak Month	0.91	0.94	0.98	1.03
5	Annualized Energy	4.35	4.49	4.94	5.11
6	Annualized Capacity	<u>1.60</u>	<u>1.65</u>	<u>1.73</u>	<u>1.81</u>
7	Annualized Total	5.95	6.14	6.67	6.92

INTERCONNECTED TO: TRANSMISSION SYSTEM

8	Energy Credit On-Peak	4.84	4.95	5.55	5.84
9	Off-Peak	3.73	3.86	4.17	4.23
10	Capacity Credit On-Peak Month	4.48	4.63	4.86	5.07
11	Off-Peak Month	0.89	0.91	0.96	1.00
12	Annualized Energy	4.26	4.38	4.83	4.99
13	Annualized Capacity	<u>1.56</u>	<u>1.61</u>	<u>1.69</u>	<u>1.76</u>
14	Annualized Total	5.82	5.99	6.52	6.75

NOTE: Calculation of Annualized Numbers

Annualized Energy	$(\text{on-peak rate} \times 4160 + \text{off-peak rate} \times 4600) / 8760$
Annualized Capacity	$(\text{on-peak month rate} \times 2773 + \text{off-peak month rate} \times 1387) / 8760$
Annualized Total	Capacity + Energy

Workpapers only

DUKE ENERGY CAROLINAS, LLC  
Schedule PP-H with no storage (NC) "Option B"  
Y2010 Proposed Rates (Annualized)  
Cents per KWH

DUKE EXHIBIT 3  
Filed November 2010  
Page 4 of 4

Performance Adjustment Factor: 2.000

Line No.	Description	Variable Rate	Fixed Long-Term Rates			
			5 Years	10 Years	15 Years	
INTERCONNECTED TO: DISTRIBUTION SYSTEM						
1	Energy Credit On-Peak	5.11	5.34	5.92	6.20	
2	Off-Peak	4.15	4.26	4.68	4.82	
3	Capacity Credit On-Peak Month	16.16	16.68	17.51	18.28	
4	Off-Peak Month	2.50	2.58	2.71	2.83	
5	Annualized Energy	4.35	4.49	4.94	5.11	
6	Annualized Capacity	<u>1.60</u>	<u>1.65</u>	<u>1.73</u>	<u>1.81</u>	
7	Annualized Total	5.95	6.14	6.67	6.92	

INTERCONNECTED TO: TRANSMISSION SYSTEM

8	Energy Credit On-Peak	4.98	5.21	5.77	6.05
9	Off-Peak	4.06	4.16	4.57	4.71
10	Capacity Credit On-Peak Month	15.75	16.26	17.07	17.83
11	Off-Peak Month	2.44	2.52	2.64	2.76
12	Annualized Energy	4.26	4.38	4.83	4.99
13	Annualized Capacity	<u>1.56</u>	<u>1.61</u>	<u>1.69</u>	<u>1.76</u>
14	Annualized Total	5.82	5.99	6.52	6.75

NOTE: Calculation of Annualized Numbers

Annualized Energy (on-peak rate\*1863 + off-peak rate\*6897)/8760  
Annualized Capacity (on-peak month rate\*685 + off-peak month rate\*1177)/8760  
Annualized Total Capacity + Energy

**EXHIBIT 4**  
**CONFIDENTIAL**

Standard Form Contract - Schedule PP-H(NC)/PP-N(NC)  
(Revised November 1, 2010)

NCUC Docket No. E-100, Sub 127

**PURCHASED POWER AGREEMENT**

between

**DUKE ENERGY CAROLINAS, LLC**

and

**SUPPLIER NAME**

**“Facility Name”**

**Contract Number:** \_\_\_\_\_

**Contract Date:** \_\_\_\_\_

**Initial Delivery Date:** \_\_\_\_\_

**PURCHASED POWER AGREEMENT**

**THIS PURCHASED POWER AGREEMENT** (“Agreement”) is made  
this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 20\_\_\_\_, by and between

**DUKE ENERGY CAROLINAS, LLC,**

a North Carolina Limited Liability Company (“Company”), and

**SUPPLIER NAME,**

(“Supplier” or “Customer”), for the

**“Facility Name,”**

which is or will be a qualifying facility as defined by the Federal Energy Regulatory Commission (“FERC”) pursuant to Section 210 of the Public Utility Regulatory Policies Act of 1978, consisting of \_\_\_\_\_, (the “Facility”), located at \_\_\_\_\_.

(Hereinafter, the parties are also referred to individually as “Party” and collectively as “Parties”).

In consideration of the mutual covenants herein contained, the Parties hereto, for themselves, their successors and assigns, do hereby agree to the following:

1. **Service Requirements.**

1.1 The Supplier shall sell and deliver exclusively to the Company all of the electric power generated by the Facility, net of the Facility’s own auxiliary electrical requirements, and the Company shall purchase, receive, use and pay for the same, subject to the conditions contained in this Agreement. If the Supplier will receive back-up and maintenance power for the Facility’s auxiliary electrical requirements from the Company, such power shall be provided to Supplier pursuant to a separate electric service agreement under the Company’s rate schedule appropriate for such service.

1.2 The electric power to be delivered hereunder shall be \_\_\_\_\_ phase, alternating, at a frequency of approximately sixty (60) hertz, and at approximately \_\_\_\_\_ volts.

1.3 Delivery of said power shall be made in \_\_\_\_\_ County at or near \_\_\_\_\_, North Carolina at a delivery point described as follows:

\_\_\_\_\_  
\_\_\_\_\_

1 1.4 (a) The Nameplate Capacity of the Supplier's generating facilities, as defined in the attached  
 2 Schedule PP-\_\_(NC) is \_\_\_\_\_ kilowatts, consisting of  
 3 \_\_\_\_\_.

4  
 5 (b) The Supplier shall deliver to the Company throughout the term of the Agreement  
 6 approximately \_\_\_\_\_ kilowatts during On-Peak Periods as its "Capacity Commitment"  
 7 as defined in Paragraph 1.4(c) below.

8  
 9 (c) The "Capacity Commitment" shall be the average capacity in kilowatts the Supplier  
 10 commits to deliver to the Company during On-Peak Periods through the term of the  
 11 Agreement taking into account scheduled and forced outages, fuel availability, steam  
 12 requirements and any other conditions which might impact the average capacity during On-  
 13 Peak Hours.

14  
 15 (d) The maximum amount of electric power to be delivered by Supplier to the Company under  
 16 this Agreement shall be \_\_\_\_\_ kilowatts.

17  
 18 1.5 The Company will install and own such meter(s) as shall be necessary to measure and record  
 19 the electrical energy and demand(s) delivered and received in accordance with the terms and  
 20 conditions of this Agreement, such meter(s) to be located: \_\_\_\_\_  
 21 \_\_\_\_\_.

22  
 23 1.6 Supplier shall provide to the Company, on a monthly basis within ten (10) days of the meter  
 24 reading date and in form to be mutually agreed upon by the Parties, information on the  
 25 Facility's fuel costs (coal, oil natural gas, supplemental firing, etc.), if any, for the power  
 26 delivered to the Company during the preceding month's billing period.

27  
 28 1.7 Supplier shall operate its Facility in compliance with all applicable operating guidelines  
 29 established by the North American Electric Reliability Council ("NERC") and the  
 30 Southeastern Electric Reliability Council ("SERC") or any successor thereto.

31  
 32 1.8 In the event the Company determines, based on calculations, studies, analyses, monitoring,  
 33 measurement or observation, that the output of the Facility will cause or is causing the  
 34 Company to be unable to provide proper voltage levels to its customers, the Supplier shall be  
 35 required to comply with a voltage schedule and/or reactive power output schedule as  
 36 prescribed by the Company. In the event such schedules are required by the Company, the  
 37 POWER FACTOR CORRECTION paragraph of Schedule PP-N(NC) attached hereto shall  
 38 not apply to service under this Agreement. If the Supplier fails to comply with such  
 39 schedule(s), the Company shall have the right to discontinue service and suspend purchases  
 40 until the Supplier is in compliance.

41  
 42 2. Rate Schedule and Service Regulations. The sale, delivery, and use of electric power  
 43 hereunder, and all services of whatever type to be rendered or performed in connection  
 44 therewith, shall in all respects be subject to and in accordance with all the terms and conditions  
 45 of the Company's Rate Schedule PP-\_\_, Electricity No. 4, North Carolina \_\_\_\_ Revised  
 46 Leaf No. [91][92], Option [A][B], [Distribution][Transmission] Interconnection,  
 47 [Variable][5,10,or 15 Year Fixed]Rate, ("Rate Schedule") and its Service Regulations, both

1 of which are now on file with the North Carolina Utilities Commission ("Commission"), and  
2 are hereby incorporated by reference and made a part hereof as though fully set forth herein.  
3 Said Rate Schedule and Service Regulations are subject to change, revision, alteration or  
4 substitution, either in whole or in part, upon order of said Commission or any other regulatory  
5 authority having jurisdiction, and any such change, revision, alteration or substitution shall  
6 immediately be made a part hereof as though fully written herein, and shall nullify any prior  
7 provision in conflict therewith.

8  
9 **3. Initial Delivery Date.**

10  
11 3.1 The Initial Delivery Date shall be the first date upon which energy is generated by the Facility  
12 and delivered to the Company, and such energy is metered by the Company. The Initial  
13 Delivery Date under this Agreement is \_\_\_\_\_, 20\_\_.

14  
15 3.2 Subject to the provisions of Paragraph 3.4 hereof, if the Initial Delivery Date does not occur  
16 within thirty (30) months from the date of execution of this Agreement, then the Company  
17 may at any time thereafter terminate this Agreement immediately upon written notice to  
18 Supplier.

19  
20 3.3 The initial delivery of electric power is dependent upon the Company securing from the  
21 manufacturers all necessary apparatus, equipment and material for the delivery of said power,  
22 and the Company shall not be required to receive said power until it shall have secured and  
23 installed such equipment, apparatus and material.

24  
25 3.4 If either Party shall be delayed or prevented from delivering or receiving electric power on the  
26 Initial Delivery Date by reason of an event or condition of force majeure as defined in  
27 Paragraph 7 hereof, then the Initial Delivery Date and the beginning of Supplier's obligation to  
28 pay *Interconnection Facilities Charges* pursuant to Paragraph 5.3 hereof shall be extended for a  
29 period proportionate to such delay or prevention.

30  
31 4. Term. The term of this Agreement shall be \_\_\_\_ years beginning with the Initial Delivery  
32 Date, continuing thereafter until terminated by either Party upon giving at least ninety (90)  
33 days' prior written notice of such termination. The Company shall have the right of  
34 termination provided in the attached Rate Schedule. In the event of early termination of this  
35 agreement, the Supplier shall be required to pay the Company for costs due to such early  
36 termination.

37  
38 (Continuation of Paragraph 4 applicable to all contracts on 10 and 15-year rates only.)

39 This Agreement shall be renewable for subsequent term(s) at the option of the Company on  
40 substantially the same terms and provisions, and at a rate either (1) mutually agreed upon by  
41 the Parties negotiating in good faith and taking into consideration the Company's then avoided  
42 cost rate and other relevant factors, or (2) set by arbitration.

43  
44  
45  
46 (Continuation of Paragraph 4 applicable to all contracts on 5, 10 and 15 year rates.)

1 In the event that this contract is terminated by either Party prior to the expiration of the initial  
2 term the Supplier will reimburse the Company for the total energy and capacity credits  
3 received in excess of that which would have been received under variable rates, plus interest at  
4 the rate of \_\_\_\_\_ % per annum until repaid.  
5

6 **5. Interconnection Facilities Charge.**  
7

8 5.1 (a) In accordance with the provisions of the attached Rate Schedule, the Company will  
9 furnish, install, own and maintain Interconnection Facilities, including protective devices,  
10 metering equipment, etc. to permit parallel operation of the Supplier's facilities with the  
11 Company's system. The Interconnection Facilities Charge, calculated in accordance with the  
12 Extra Facilities Provisions of the Company's Service Regulations, to be paid by the Supplier  
13 each month shall be \$ \_\_\_\_\_, which is 1.7% of the installed cost of said Interconnection  
14 Facilities, which amount is \$ \_\_\_\_\_. [Metering shall be provided using the separately stated  
15 Facilities Charge on Rate Schedule PP-\_\_(NC)].  
16

17 (b) The costs and charges set forth above shall be determined no later than twelve (12) months  
18 prior to the installation of the Interconnection Facilities to reflect then current costs, conditions,  
19 and service requirements.  
20

21 5.2 The monthly charge for the Interconnection Facilities to be provided under this Agreement is  
22 subject to the rates, Service Regulations and conditions of the Company as the same are now  
23 on file with the Commission and may be changed or modified from time to time upon approval  
24 by the Commission. Any such changes or modifications, including those which may result in  
25 increased charges for the Interconnection Facilities to be provided by the Company, shall be  
26 made a part of this Agreement to the same effect as if fully set forth herein.  
27

28 5.3 The Company shall furnish and install the Interconnection Facilities no later than the date  
29 requested by Supplier for such installation. Supplier's obligation to pay the Interconnection  
30 Facilities charges shall begin on the date that such Interconnection Facilities become  
31 operational, except as provided in Paragraph 3.4 hereof, and such charges shall apply at all  
32 times thereafter during the term of this Agreement, whether or not Supplier is actually  
33 supplying electric power to the Company.  
34

35 5.4 The Interconnection Facilities under this agreement are only applicable for systems that  
36 comply with the *North Carolina Interconnection Procedures, Forms, And Agreements For*  
37 *State-Jurisdictional Generator Interconnections* (Interconnection Standard), which include  
38 requirements for compliance with the following:  
39

40 1. The Institute of Electrical and Electronics Engineers (IEEE) P929 – "Recommended  
41 Practice for Utility Interface of Photovoltaic Systems" (latest edition); and IEEE 1547  
42 "Standard for Interconnecting Distributed Resources with Electric Power Systems", latest  
43 published edition.  
44

45 2. Underwriters Laboratories (UL) 1741 – "Standard for Static Inverters and Charge  
46 Controllers for use in Photovoltaic Power Systems." (latest edition)  
47

1 3. NFPA70 – National Electrical Code (NEC), and all applicable local codes (latest  
2 editions) In order to ensure protection of the Company’s system, the Company reserves  
3 the right, at its discretion, to inspect the Customer’s photovoltaic system at any time upon  
4 reasonable notice to the Customer in an effort to ensure compliance with the  
5 Interconnection Standard. The Company reserves the right to disconnect electric service  
6 to any premises if the Company determines that the photovoltaic system is not in  
7 compliance with the Interconnection Standard and is being operated in parallel with the  
8 Company’s system.  
9

10 The Customer must submit an *Interconnection Request* which must be accepted by the  
11 Company. The Customer shall be responsible for providing suitable control and protective  
12 devices on its equipment to assure no disturbance to other customers of the Company or to  
13 the Company itself, and to protect the Customer’s facilities and the Company’s facilities  
14 from all loss or damage which could result from operation in parallel with the Company’s  
15 system. The Customer shall be responsible for any costs incurred by the Company pursuant  
16 to the Interconnection Standard. The Company reserves the right to require additional  
17 interconnection facilities, furnished, installed, owned and maintained by the Company, at  
18 the Customer’s expense, if the Customer’s photovoltaic system, despite compliance with  
19 the Interconnection Standard, causes safety, reliability or power quality problems.  
20

21 The Customer shall obtain and retain, for as long as the photovoltaic system is  
22 interconnected with the Company’s system, a [homeowner’s][comprehensive general  
23 liability] insurance policy with liability coverage in the amount of at least  
24 [\$100,000][\$300,000] per occurrence which protects the Customer from claims for bodily  
25 injury and / or property damage. This insurance shall be primary for all purposes. The  
26 Customer shall provide certificates evidencing this coverage as required by the Company.  
27 The Company reserves the right to refuse to establish, or continue the interconnection of  
28 the Customer’s photovoltaic system with the Company’s system, if such insurance is not in  
29 effect.  
30

31 6. Service Interruptions. The Parties do not guarantee continuous service. They shall use  
32 reasonable diligence at all times to provide satisfactory service, and to remove the cause or  
33 causes in the event of failure, interruption, reduction or suspension of service, but neither Party  
34 shall be liable for any loss or damage resulting from such failure, interruption, reduction or  
35 suspension of service, nor shall same be a default hereunder, when due to any of the following:  
36

37 (a) An emergency action due to an adverse condition or disturbance on the system of the  
38 Company, or on any other system directly or indirectly interconnected with it, which requires  
39 automatic or manual interruption of the supply of electricity to some customers or areas in  
40 order to limit the extent or damage of the adverse condition or disturbance, or to prevent  
41 damage to generating or transmission facilities, or to expedite restoration of service, or to  
42 effect a reduction in service to compensate for an emergency condition on an interconnected  
43 system.  
44

45 (b) An event or condition of force majeure as defined in Paragraph 7 hereof.  
46

1 (c) Making necessary adjustments to, changes in, or repairs on Company lines, substations,  
2 and facilities, and in cases where, in its opinion, the continuance of service from Supplier's  
3 premises would endanger persons or property.  
4

5 7. Force Majeure.  
6

7 (a) Circumstances beyond the reasonable control of a Party which solely cause that Party to  
8 experience delay or failure in delivering or receiving electricity or in providing continuous  
9 service hereunder, including: acts of God; unusually severe weather conditions; earthquake;  
10 strikes or other labor difficulties; war; riots; fire; requirements, actions or failures to act on the  
11 part of governmental authorities (including the adoption or change in any rule or regulation or  
12 environmental constraints lawfully imposed by federal, state or local government bodies), but  
13 only if such requirements, actions or failures to act prevent or delay performance; or  
14 transportation delays or accidents shall be deemed to be "events or conditions of force  
15 majeure". Events or conditions of force majeure do not include such circumstances which  
16 merely affect the cost of operating the Facility.  
17

18 (b) Neither Party shall be responsible nor liable for any delay or failure in its performance  
19 hereunder due solely to events or conditions of force majeure, provided that:  
20

21 (i) The affected Party gives the other Party written notice describing the particulars of the  
22 event or condition of force majeure, such notice to be provided within forty-eight (48)  
23 hours of the determination by the affected Party that an event or condition of force majeure  
24 has occurred, but in no event later than thirty (30) days from the date of the occurrence of  
25 the event or condition of force majeure;  
26

27 (ii) The delay or failure of performance is of no longer duration and of no greater scope  
28 than is required by the event or condition of force majeure, provided that in no event shall  
29 such delay or failure of performance extend beyond a period of twelve (12) months;  
30

31 (iii) The affected Party uses its best efforts to remedy its inability to perform;  
32

33 (iv) When the affected Party is able to resume performance of its obligations under this  
34 Agreement, that Party shall give the other Party prompt written notice to that effect; and,  
35

36 (v) The event or condition of force majeure was not caused by or connected with any  
37 negligent or intentional acts, errors, or omissions, or failure to comply with any law, rule,  
38 regulation, order or ordinance, or any breach or default of this Agreement.  
39

40 8. Offset For Charges Due to Company. The Company reserves the right to set off against any  
41 amounts due from the Company to Supplier, any amounts which are due from Supplier to the  
42 Company, including, but not limited to, unpaid charges for Interconnection Facilities or past  
43 due balances on any accounts Supplier has with the Company for other services.  
44

45 9. Records. In addition to the regular meter readings to be taken once each month for billing  
46 purposes, the Company may require additional meter readings, records, transfer of  
47 information, etc. as may be agreed upon by the Parties. The Company reserves the right to

1 provide to the Commission or the FERC or any other regulatory body, upon request,  
2 information pertaining to this Agreement, including but not limited to: records of the  
3 Facility's generation output and the Company's purchases thereof (including copies of  
4 monthly statements of power purchases and data from load recorders and telemetering  
5 installed at the Facility); copies of this Agreement; and information regarding the  
6 Interconnection Facilities, as set forth in Paragraph 5 hereof. The Company will not provide  
7 any information developed solely by Supplier and designated by Supplier in writing to be  
8 "proprietary" unless required to do so by order of the Commission or the FERC or any other  
9 regulatory body or court, in which event, the Company will notify Supplier prior to supplying  
10 the proprietary information.

11  
12 10. Waiver. The failure of either Party to enforce or insist upon compliance with any of the terms  
13 or conditions of this Agreement shall not constitute a waiver or relinquishment of any such  
14 terms or conditions, but the same shall be and remain at all times in full force and effect.

15  
16 11. Assignment. The rights and obligations accruing to the Supplier under this Agreement may be  
17 assigned to another person, partnership, or corporation, subject to the Company's prior  
18 approval of the assignment of said person, firm, or corporation, which approval shall not be  
19 unreasonably or arbitrarily withheld. However, before such rights and obligations are  
20 assigned, the assignee must first obtain necessary approval from all regulatory bodies  
21 including, but not limited to, the Commission.

22 12. Notification of Assignment, Transfer or Sale. In the event of an assignment of the rights and  
23 obligations accruing to the Supplier under this Agreement pursuant to Paragraph 11 hereof, or  
24 in the event of any contemplated sale, transfer or assignment of the Facility or the Certificate  
25 of Public Convenience and Necessity, the Supplier shall, in addition to obtaining the approvals  
26 required by Paragraph 13 hereof, advise the Company and the Commission of any plans for  
27 such an assignment, sale or transfer, or of any accompanying significant changes in the  
28 information required by Commission Rules R8-64 and R8-65, all as more fully set forth in  
29 Commission Rules R8-64 and R8-65, as amended, which are incorporated by reference herein.

30  
31 13. Regulatory Approval. This entire Agreement is contingent upon the Supplier's obtaining  
32 required approval from all regulatory bodies including, but not limited to, a Certificate of  
33 Public Convenience and Necessity or its equivalent from the Commission. The Parties hereto  
34 agree that performance under this Agreement shall not commence unless and until such  
35 approvals are obtained. If at any time during the term of this Agreement any of such required  
36 approvals expire, are withdrawn, are revoked or for any reason become invalid, the Company  
37 shall allow the Supplier a reasonable period to cure the problem before giving notice of  
38 termination of this Agreement.

(Continued on page 12)

**(Insert Purchase Power Schedule Here)**

IN WITNESS WHEREOF, on the day and year first above written, the Parties hereto have caused their official names to be hereunto subscribed by their respective Presidents, Vice Presidents or Authorized Representatives. Executed in Duplicate.

DUKE ENERGY CAROLINAS, LLC

By \_\_\_\_\_  
Vice President

SUPPLIER NAME

By \_\_\_\_\_

Print \_\_\_\_\_

Tax Id Number \_\_\_\_\_

*NOT FOR SIGNATURE*



**2010 NON-UTILITY GENERATION STATUS REPORT**

September 1, 2010

**SECTION I**

**SECTION I: NON-UTILITY GENERATORS WHO HAVE CONTACTED  
DUKE ENERGY CAROLINAS BUT NOT YET EXECUTED A CONTRACT**

Project Number	Owner/Developer			Contact Phone Plant Name Plant Location	Capacity Fuel/Technology	Status
	Address City	State	Zip			
2010-01 C					1 MW Biogas	Aerobic wastewater digester
2010-02 C					Photovoltaic	Residential solar installations
2010-03 C					1 MW Photovoltaic	PV installation at UNCG
2010-04 C					1 MW Photovoltaic	PV farm
2010-05 C					Photovoltaic	Residential solar installations

Project Number	Owner/Developer			Contact	Capacity Fuel/Technology	Status
	Confidential	Address City	State Zip	Phone Plant Name Plant Location		
2010-06					Biomass	Biomass facilities
C						
2010-07					Photovoltaic	PV farm
C						
2010-08					Hydroelectric	Water treatment plant hydro facility
C						
2010-09					Photovoltaic	PV farm
C						
2010-10					5-7 MW Landfill gas	
C						
2010-11					200 KW-1 MW Photovoltaic	PV farm
C						

Project Number	Owner/Developer			Contact	Capacity	Status
	Confidential	Address		Phone	Fuel/Technology	
	City	State	Zip	Plant Name		
				Plant Location		
2010-12					1 MW - 100 MW Biomass	Poultry litter
C						
2010-13					30 MW Blomass	Poultry litter gassification
C						
2010-14					3 MW Landfill gas	
C						
2010-15					50 MW MSW	
C						
2010-16					700 KW Photovoltaic	
C						
2010-17					5 MW Photovoltaic	
C						

Project Number	Owner/Developer			Contact	Capacity Fuel/Technology	Status
	Address City	State	Zip	Phone Plant Name Plant Location		
2010-18 C					2-3 MW Photovoltaic	
2010-19 C					4 MW Photovoltaic	
2010-20 C					1-2 MW Photovoltaic	
2010-21 C					3 MW Photovoltaic	
2010-22 C					1-3 MW Photovoltaic	
2010-23 C					55 MW Wind	

Project Number	Owner/Developer			Contact	Capacity Fuel/Technology	Status
	Confidential	Address City	State	Zip		
2010-24					3-6 MW Biomass/food waste	
C						
2010-25					2 MW Biomass/waste treatment plant	
C						
2010-26					1.6 MW Landfill gas	
C						
2010-27					50 MW Biomass/poultry waste	
C						
2010-28					2.6 MW Biomass, biosolids gasification	
C						
2010-29					3 - 6 MW Biomass, AD	
C						

Project Number	Owner/Developer			Contact	Capacity Fuel/Technology	Status
	Address	State	Zip	Phone Plant Name Plant Location		
2010-30 C					250 KW Photovoltaic	
2010-31 C					50 MW Biomass/woodwaste	
2010-32 C					30 MW Biomass/MSW/Biosolids	
2010-33 C					46 MW Biomass/Biosolids	
2010-34 C					22 MW Biomass/wood	
2010-35 C					1.6 MW Photovoltaic	

Project Number	Owner/Developer			Contact	Capacity Fuel/Technology	Status
	Confidential	Address City	State	Zip		
2010-36					12.75 MW Photovoltaic	
C						
2010-37					1 MW Hydroelectric	
C						
2010-38					1-2 MW Biomass/Biogas	
C						
2010-39					5 MW Biomass	
C						
2010-40					6.4 MW Landfill gas	
C						
2010-41					1 MW Photovoltaic	PV Farm
C						

Project Number	Owner/Developer			Contact	Capacity Fuel/Technology	Status
	Confidential	Address City	State	Zip		
2010-42					400 KW Hydroelectric	
C						
2010-43					5 MW Hydroelectric	
C						
2010-44					.45 MW Biogas/swine waste	
C						
2010-45					1-2 MW Methane gas/swine	
C						
2010-46					2-4 MW Methane gas/swine	
C						
2010-47					500-700 KW Methane/AD/swine	
C						

Project Number	Owner/Developer			Contact	Capacity Fuel/Technology	Status
	Confidential	Address City	State Zip	Phone Plant Name Plant Location		
2010-48					500 KW Methane/AD/swine	
C						
2010-49					100-200 KW Methane/AD/swine	
C						
2010-50					2-4 MW Methane/AD/swine	
C						
2010-51						
C						
2010-52					2-20MW Methane/AD/swine	
C						
2010-53					2-2MW projects Photovoltaic	
C						

Project Number	Owner/Developer			Contact	Capacity Fuel/Technology	Status
	Confidential	Address City	State	Zip		
2010-54					1 MW Photovoltaic	
C						
2010-55					1.5 MW Photovoltaic	
C						
2010-56					400-500 KW Photovoltaic	
C						
2010-57					2-5 MW Photovoltaic	
C						
2010-58					30 KW Landfill gas	
C						
2010-59					800 KW Biogas/AD/swine	
C						

Project Number	Owner/Developer			Contact Phone	Capacity Fuel/Technology	Status
	Address City	State	Zip			
2010-60 C					1 MW Photovoltaic	
2010-61 C					3.5 MW Photovoltaic	
2010-62 C					50 MW Biomass/wood	
2010-63 C					58 MW Biomass/wood	
2010-64 C					4.45 MW Biomass/wood	
2010-65 C					500 KW Photovoltaic	

Project Number	Owner/Developer			Contact	Capacity Fuel/Technology	Status
	Confidential	Address City	State Zip	Phone Plant Name Plant Location		
2010-66					1.925 MW Photovoltaic	
C						
2010-67					1.41 MW Photovoltaic	
C						
2010-68					3.932 MW Photovoltaic	
C						
2010-69					10.7 MW Biomass/wood	
C						
2010-70					216 KW Photovoltaic	
C						
2010-71					25 MW Biomass/wood	
C						

Project Number	Owner/Developer			Contact	Capacity Fuel/Technology	Status
	Address	State	Zip	Phone Plant Name Plant Location		
2010-72 C					10 MW Photovoltaic	
2010-73 C					200 KW Photovoltaic	
2010-74 C					60 MW Biomass/wood	
2010-75 C					3.2 MW Biomass/AD	
2010-76 C					2 MW Biomass/AD/swine	
2010-77 C					28 MW Biomass/wood	

Project Number	Owner/Developer			Contact	Capacity Fuel/Technology	Status
	Address	State	Zip	Phone		
Confidential	City			Plant Name		
2010-78					2.45 MW Biogas/AD/swine	
C						
2010-79					1 MW Photovoltaic	
C						
2010-80					1 MW Photovoltaic	
C						
2010-81					47 MW Biomass/wood	
C						
2010-82					5.9 MW Biogas	
C						



**2010 NON-UTILITY GENERATION STATUS REPORT**

September 1, 2010

**SECTION II**

**SECTION II. NON-UTILITY GENERATORS WHO HAVE EXECUTED A CONTRACT WITH DUKE ENERGY CAROLINAS BUT HAVE NOT BEGUN DELIVERING POWER**

Project Number	Supplier Name Address City State Zip Facility Name/Location	Contact Telephone Installed Capacity Contract Capacity	Fuel/Technology Contract Type Contract Date Contract Delivery Date	Contract Rates Contract Term Anticipated Power Production Date
01	<b>Arrowood Construction, LLC</b> 60 Peach Orchard Road Franklin NC 28734 <i>Arrowood Wind Turbine Installation</i>	Brett Murphy 828-421-1973 4 KW 4 KW	Wind turbine Total output 07/26/2010	Schedule PP-N(NC) Variable rate 5 years 9/30/2011
02	<b>Concord Energy LLC</b> 5101 Morehead Road Concord NC 28027 <i>Cabarrus LFG Project</i>	Fortistar Methane Group 914-421-4909 11,500 KW 9,200 KW	Landfill gas Total output 07/30/2010 06/01/2011	Negotiated 20 years 6/1/2011
03	<b>Davidson Gas Producers, LLC</b> 425 South Main Street Ann Arbor MI 48104 <i>Davidson County LFG Project</i>	DTE Biomass Energy 734-913-2286 1,800 KW 1,800 KW	Landfill gas Total output 03/30/2010 10/31/2010	Negotiated 20 years 10/11/2010
04	<b>Gaston County</b> 3155 Philadelphia Church Road Dallas NC 28034 <i>Gaston County LFG Project</i>	Ray Maxwell 704-862-7551 4,800 KW 4,800 KW	Landfill gas Total output 03/09/2010 03/31/2011	Negotiated 10 years 3/31/2011
05	<b>Susan Bishop McCracken</b> 752 Snowcrest Road Franklin NC 28734 <i>McCracken PV Installation</i>	Susan McCracken 864-630-2973 6 KW 6 KW	PV installation Total output 03/10/2010	Schedule PP-N(NC) Variable rate 5 years 9/30/2011

Project Number	Supplier Name Address City State Zip Facility Name/Location	Contact Telephone Installed Capacity Contract Capacity	Fuel/Technology		Contract Rates	
			Contract Type	Contract Date	Contract Term	Anticipated Power Production Date
06	Toben Properties, LLC 8300 Pickards Meadow Road Chapel Hill NC 27516 <i>Toben Properties PV/Wind Installation</i>	Tim Toben 919-619-5475 5 KW 5 KW	PV installation		Schedule PP-N(NC)	
			Total output	06/02/2010	Variable rate	
					5 years	10/31/2011
07	Walter O. Bradley 205 Looking Glass Road Andrews NC 28901 <i>Bradley PV Installation</i>	Walter O. Bradley 205-913-8842 8 KW 8 KW	PV installation		Schedule PP-N(NC)	
			Total output	07/08/2010	Variable rate	
					5 years	9/2010
08	WMRE Energy, LLC 1001 Fannin, Suite 4000 Houston TX 77002 <i>Piedmont Landfill LFG</i>	Paul Hesson 713-394-2102 2,400 KW 2,400 KW	Landfill gas		Negotiated	
			Total output	11/20/2009		
				01/31/2011	20 years	1/31/2011



**2010 NON-UTILITY GENERATION STATUS REPORT**

September 1, 2010

**SECTION III**

**SECTION III. NON-UTILITY GENERATORS WHO HAVE EXECUTED A CONTRACT  
AND HAVE BEGUN DELIVERING POWER TO DUKE ENERGY CAROLINAS  
(includes only facilities selling power to Duke Energy Carolinas)**

Project Number	Supplier Name Address City State Zip Facility Name/Location	Contact Telephone Installed Capacity Contract Capacity	Fuel/Technology Contract Type Contract Date Contract Delivery Date	Contract Rates Initial Contract Term	Comments Initial Power Production Date Initial Term Expires
001	203 Neotrantor LLC 203 6th Avenue West Hendersonville NC 28792 203 Neotrantor PV Installation	David Johnson 843-388-7104 8.6 KW 6.7 KW	Photovoltaic Total Output 06/18/2009 10/13/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	10/13/2009 10/12/2014
002	Advantage Investment Group, LLC PO Box 458 Dallas NC 28034 Spencer Mountain Hydroelectric Facility	Boyce Falls 704-922-8373 640.0 KW 560.0 KW	Hydroelectric Total Output 12/04/1996 12/04/1996	Schedule PP-H (NC) Option A, Transmission Variable Ongoing	Previously owned by Duke Energy Carolinas. Advantage purchased from Northbrook Carolina in 2005. Pre-PURPA 12/03/2006
003	AKS Real Estate Holdings, LLC 1119 US 15-501 South Chapel Hill NC 27517 AKS Realty PV Installation	Ed Witkln 919-357-7683 2.8 KW 2.8 KW	Photovoltaic Total Output 12/04/2008 01/30/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	1/30/2009 1/29/2014
004	Alamance Hydro, LLC 5914B Stoney Mountain Road Burlington NC 27217 Glen Raven Hydroelectric Plant	William K. Myers 704-361-2257 240.0 KW 240.0 KW	Hydroelectric Total Output 06/24/2008 09/02/2008	Schedule PP-H (NC) Option A, Distribution 15-year fixed 15 years	9/2/2008 9/1/2023
005	Amelia M. Collins 723 Williams Circle Chapel Hill NC 27516 Collins PV Installation	Amelia M. Collins 919-967-4119 4.0 KW 4.0 KW	Photovoltaic Total Output 11/24/2009 12/23/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	12/23/2009 12/22/2014

Project Number	Supplier Name			Contact Telephone	Fuel/Technology		Contract Rates	Comments
	Address	City	State Zip		Contract Type	Contract Date		
	Facility Name/Location			Installed Capacity	Contract Capacity	Contract Delivery Date	Initial Contract Term	Initial Term Expires
006	Andrews Truss Inc.			Jonathan Chapman		Photovoltaic	Schedule PP-N (NC)	
	290 Watson Creek Road			828-361-1692		Total Output	Option B, Distribution	
	Andrews	NC	28901	9.6	KW	10/22/2008	Variable	
	<i>Andrews Truss PV Installation</i>			9.6	KW	12/18/2008	5 years	12/18/2008 12/17/2013
007	Anna L. Reilly			Anna Reilly		Photovoltaic	Schedule PP-N (NC)	
	2797 Acorn Court			336-201-7512		Total Output	Option B, Distribution	
	Winston-Salem	NC	27106	4.0	KW	10/27/2008	Variable	
	<i>Reilly PV Installation</i>			4.0	KW	11/14/2008	5 years	11/14/2008 11/13/2013
008	Aquenergy Systems, Inc.			Beth Harris		Hydroelectric	Schedule PP (SC)	Owned by Enel North America (Consolidated Hydro Southeast, Inc. renamed as Enel North America in 2003)
	One Tech Drive, Suite 220			864-979-4077		Total Output	Distribution	
	Andover	MA	01810	1,050.0	KW	02/13/1998	Variable	
	<i>Piedmont Hydro Facility</i>			800.0	KW	12/29/1997	1 year, then yearly thereafter	Pre-PURPA 12/28/1997
009	Aquenergy Systems, Inc.			Beth Harris		Hydroelectric	Schedule PP (SC)	Owned by Enel North America (Consolidated Hydro Southeast, Inc. renamed as Enel North America in 2003)
	One Tech Drive, Suite 220			864-979-4077		Total Output	Transmission	
	Andover	MA	01810	6,300.0	KW	02/13/1998	Variable	
	<i>Ware Shoals Hydro Facility</i>			2,200.0	KW	12/29/1997	1 year, then yearly thereafter	Pre-PURPA 12/28/1997
010	Barbara Ann Evans			Nelson Evans		Hydroelectric	Schedule PP-H (NC)	Purchased from Clearwater Hydro, contract assigned to Evans in 2004
	212 Range Road			704-739-9710		Total Output	Ser.4, 1st Revised	
	Kings Mountain	NC	28086	324.0	KW	12/30/1999	15-year fixed	
	<i>Caroleen Mills Hydro</i>			187.0	KW	01/06/2000	15 years	8/13/1985 01/05/2015
011	Berjoughi Keshguerian			Rouben Keshguerian		Photovoltaic	Schedule PP-N (NC)	
	3932 Johnson Street			336-886-2225		Total Output	Option B, Distribution	
	High Point	NC	27265	3.9	KW	08/06/2009	Variable	
	<i>Keshguerian PV Installation</i>			3.9	KW	09/16/2009	5 years	9/16/2009 9/15/2014

Project Number	Supplier Name			Contact		Fuel/Technology		Contract Rates		Comments	
	Address	City	State Zip	Telephone	Installed Capacity	Contract Type	Contract Date	Initial Contract Term	Initial Power Production Date	Initial Term Expires	
	Facility Name/Location			Contract Capacity		Contract Delivery Date					
012	Bernd Schnettler			Bernd Schnettler		Photovoltaic		Schedule PP-N (NC)			
	136 Schnettler Farm Trail			336-368-3441		Total Output		Option B, Distribution			
	Pilot Mountain NC 27041			10.0 KW		01/21/2010		Variable			
	<i>Schnettler PV Installation</i>			10.0 KW		03/23/2010		5 years		3/23/2010 3/22/2015	
013	Blomerieux, Inc.			Alain Giovinazzo		Photovoltaic		Schedule PP-N (NC)			
	100 Rodolphe Street			919-620-2000		Total Output		Option B, Distribution			
	Durham NC 27712			124.0 KW		11/24/2009		Variable			
	<i>Blomerieux PV Installation</i>			124.0 KW		12/22/2009		5 years		12/22/2009 12/21/2014	
014	Black Hawk, Inc.			Kenneth J. Gaylord		Photovoltaic		Schedule PP-N (NC)			
	109 South Main Street			828-692-4475		Total Output		Option B, Distribution			
	Hendersonville NC 28792			9.0 KW		11/24/2009		Variable			
	<i>Black Hawk PV Installation</i>			9.0 KW		12/18/2009		5 years		12/18/2009 12/17/2014	
015	Byron Matthews			Byron Matthews		Photovoltaic		Schedule PP-N (NC)			
	PO Box 9291			919-740-3904		Total Output		Option B, Distribution			
	Chapel Hill NC 27515			3.0 KW		10/10/2006		Variable			
	<i>Matthews Photovoltaic Installation</i>			3.0 KW		11/30/2006		5 years		11/30/2006 11/29/2011	
016	Catawba County			Barry B. Edwards		Landfill Methane Gas		Schedule PP (NC)			
	PO Box 389			828-465-8973		Total Output		Ser.4, 3rd Revised			
	Newton NC 28658			4,000.0 KW		06/16/1997		15-year fixed			
	<i>Catawba County Gas Recovery Project, Blackb</i>			3,700.0 KW		08/23/1999		15 years		8/23/1999 08/22/2014	
017	Chapel Hill Tire Company			Marc Pons		Photovoltaic		Schedule PP-N (NC)			
	203 West Main Street			919-812-8424		Total Output		Option B, Distribution			
	Carrboro NC 27510			16.4 KW		11/10/2009		Variable			
	<i>Chapel Hill Tire Company PV Installation</i>			16.0 KW		03/31/2010		5 years		3/31/2010 3/30/2015	

Project Number	Supplier Name Address City State Zip Facility Name/Location	Contact Telephone Installed Capacity Contract Capacity	Fuel/Technology Contract Type Contract Date Contract Delivery Date	Contract Rates Initial Contract Term	Comments Initial Power Production Date Initial Term Expires
018	Charles Brandon Mitchell 5106 Paperbark Court Durham NC 27713 <i>Mitchell PV Installation</i>	Brandon Mitchell 336-782-0575 4.2 KW 4.2 KW	Photovoltaic Total Output 03/20/2009 03/27/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	formerly Bruce Marotta PPA  3/27/2009 3/26/2014
019	Cherokee County Cogeneration Partners, L.P. 132 Peoples Creek Rd Gaffney SC 29340 <i>Gaffney Cogeneration Facility</i>	Rudder Pearce 581-304-5318 100,000.0 KW 88,000.0 KW	Gas-Fired Combined-Cycle Cogen Total Output 08/26/1994 07/01/1998	Negotiated (SC)  15 years escalating	 4/18/1998 06/30/2013
020	Clark H. Mizell 2031 Harris Grove Church Road Gray Court SC 29645 <i>Mizell PV Installation</i>	Clark H. Mizell 864-876-2392 6.0 KW 6.0 KW	Photovoltaic Total Output 10/09/2009 10/23/2009	Schedule PP (SC) Variable 5 years	 10/23/2009 10/22/2014
021	Cliffside Mills, LLC 2130 North Tryon Street Charlotte NC 28206 <i>Cliffside Hydroelectric Facility</i>	Mike Harmon 704-892-0617 1,600.0 KW 1,000.0 KW	Hydroelectric Total Output 04/12/2006 08/02/2006	Schedule PP-H (NC) Option A, Distribution Variable 5 years	Former Cone Mills Cliffside plant  8/2/2006 08/01/2011
022	Converse Energy Incorporated PO Box 243 Converse SC 29329 <i>Clifton Dam No. 3 Power Station</i>	Tim Lamb 864-579-4640 1,250.0 KW 450.0 KW	Hydroelectric Total Output 01/21/2002 01/10/2001	Schedule PP (SC) Variable 1 year, then yearly thereafter	Formerly Bluestone Energy Design. Alt. Contact: Victoria Miller - 864-579-4640  7/16/1985 01/09/2002
023	David A. Ringenburg 720 Sugar Spring Road Chapel Hill NC 27516 <i>Ringenburg PV Installation</i>	David Ringenburg 919-969-6658 7.6 KW 7.6 KW	Photovoltaic Total Output 10/11/2007 11/02/2007	Schedule PP-N (NC) Option B, Distribution Variable 5 years	 11/2/2007 11/01/2012

Project Number	Supplier Name Address City State Zip Facility Name/Location	Contact Telephone Installed Capacity Contract Capacity	Fuel/Technology Contract Type Contract Date Contract Delivery Date	Contract Rates Initial Contract Term	Comments Initial Power Production Date Initial Term Expires
024	David Birkhead 1009 Starfield Circle Hillsborough NC 27278 <i>Birkhead Photovoltaic Installation</i>	David Birkhead 919-836-0330 2.0 KW 2.0 KW	Photovoltaic Total Output 10/20/2006 12/28/2006	Schedule PP-N (NC) Option B, Distribution Variable 5 years	12/28/2006 12/27/2011
025	David Boyer 2940 Doug Stanley Road Sandy Ridge NC 27613 <i>Boyer PV Installation</i>	David Boyer 336-749-3450 3.6 KW 3.0 KW	Photovoltaic Total Output 06/24/2010 07/13/2010	Schedule PP-N (NC) Option B, Distribution Variable 5 years	7/13/2010 7/12/2015
026	David E. Shi 159 Red Maple Road Brevard NC 28768 <i>Shi PV Installation</i>	David E. Shi 864-294-2000 3.4 KW 3.4 KW	Photovoltaic Total Output 04/11/2008 04/25/2008	Schedule PP-N (NC) Option B, Distribution Variable 5 years	4/25/2008 4/24/2013
027	David H. Newman 3903 Hazel Lane Greensboro NC 27408 <i>Newman PV Installation</i>	David H. Newman 336-387-8122 6.0 KW 6.0 KW	Photovoltaic Total Output 08/06/2009 09/04/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	9/4/2009 9/3/2014
028	David M. Thomas 1155 Laurelwood PL SE Lenoir NC 28645 <i>Thomas Photovoltaic Installation</i>	David Thomas 828-757-0023 6.0 KW 6.0 KW	Photovoltaic Total Output 12/07/2006 05/13/2008	Schedule PP-N (NC) Option B, Distribution Variable 5 years	5/14/2008 5/12/2013
029	David W. Walters 4900 Preserve Road Sylva NC 28711 <i>Walters PV Installation</i>	David W. Walters 770-564-9737 5.5 KW 5.0 KW	Photovoltaic Total Output 10/23/2009 11/04/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	11/4/2009 11/3/2014

Project Number	Supplier Name			Contact		Fuel/Technology		Contract Rates		Comments
	Address	City	State Zip	Telephone	Installed Capacity	Contract Type	Contract Date	Contract Delivery Date	Initial Contract Term	
	Facility Name/Location			Contract Capacity		Contract Delivery Date		Initial Contract Term		Initial Term Expires
030	David Wiener DBA JZ Solar Electric 108 Millbrae Lane Chapel Hill NC 27514 <i>JZ Solar Electric Installation</i>			David Wiener 919-933-6250 2.5 KW 2.5 KW		Photovoltaic  Total Output 06/18/2007 07/08/2007		Schedule PP-N (NC) Option B, Distribution Variable 5 years		7/6/2007 07/05/2012
031	Decision Support Management LLC 3326 Siskey Parkway, Suite 300 Matthews NC 28105 <i>Decision Support PV Installation</i>			Page Winchester 704-845-1000 30.0 KW 30.0 KW		Photovoltaic  Total Output 02/19/2008 04/10/2008		Schedule PP-N (NC) Option B, Distribution Variable 5 years		4/10/2008 4/9/2013
032	Delta Products Corporation 5101 Davis Drive Research Triangle Park NC 27709 <i>Delta Products Photovoltaic Installation</i>			Tim Kalhorn 919-836-0330 30.0 KW 30.0 KW		Photovoltaic  Total Output 10/12/2007 01/07/2008		Schedule PP-N (NC) Option B, Distribution Variable 5 years		1/7/2008 1/6/2013
033	Diann M. Barbacci 6286 Selwick Lane Kemersville NC 27284 <i>Barbacci PV Installation</i>			Diann M. Barbacci 336-996-7465 2.2 KW 2.2 KW		Photovoltaic  Total Output 07/09/2008 08/27/2008		Schedule PP-N (NC) Option B, Distribution Variable 5 years		8/27/2008 8/28/2013
034	Dirk J. Spruyt 122 Circadian Way Chapel Hill NC 27516 <i>Spruyt PV Installation</i>			Dirk J. Spruyt 919-967-4746 3.9 KW 3.0 KW		Photovoltaic  Total Output 05/17/2010 06/14/2010		Schedule PP-N (NC) Option B, Distribution Variable 5 years		6/14/2010 6/13/2015
035	Dr. James David Branch 224 Town Run Lane Winston-Salem NC 27101 <i>Dr. Branch PV Installation</i>			James David Branch 336-575-4600 10.6 KW 9.0 KW		Photovoltaic  Total Output 03/26/2010 04/06/2010		Schedule PP-N (NC) Option A, Distribution Variable 5 years		4/6/2010 4/5/2015

Project Number	Supplier Name			Contact Telephone	Fuel/Technology		Contract Rates	Comments	
	Address	City	State Zip		Contract Type	Contract Date			Initial Power Production Date
	Facility Name/Location			Installed Capacity	Contract Capacity	Contract Delivery Date	Initial Contract Term	Initial Term Expires	
036	Eamhardt-Childress Racing Technologies, LLC			Spenny Clendenen 336-853-4943	Engine Dynamometer		Schedule PP-N (NC) Option A, Distribution, En Variable 5 years	3/28/2002 3/27/2007	
	PO Box 1189 Welcome NC 27374 <i>Engine Test Facility</i>				0.0	KW			03/28/2002 03/28/2002
037	Edward W. Witkin			Edward W. Witkin 919-357-7683	Photovoltaic		Schedule PP-N (NC) Option B, Distribution Variable 5 years	12/18/2009 12/17/2014	
	420 Britton Drive Chapel Hill NC 27516 <i>Witkin PV Installation</i>				6.0	KW			Total Output 12/07/2009
					6.0	KW			12/18/2009
038	Ernest E. McConnell			Ernest E. McConnell 919-848-1576	Photovoltaic		Schedule PP-N (NC) Option B, Distribution Variable 5 years	8/20/2010 8/9/2015	
	3028 Ethan Lane Raleigh NC 27613 <i>McConnell PV Installation</i>				2.8	KW			Total Output 06/02/2010 08/20/2010
039	Everett Williams			Everett Williams 828-479-8158	Micro-hydroelectric		Schedule PP-H (NC) Option B, Distribution Variable 5 years	8/21/2008 8/20/2013	
	1373 Cochrans Creek Road Robbinsville NC 28771 <i>Williams Hydroelectric Facility</i>				4.0	KW			Total Output 07/24/2008
					4.0	KW			08/21/2008
040	Fogleman Construction, Inc.			James R. Fogleman 336-570-3395	Photovoltaic		Schedule PP-N (NC) Option B, Distribution Variable 5 years	1/6/2009 1/5/2014	
	3056 Rogers Road Graham NC 27253 <i>Fogleman Construction PV Installation</i>				2.7	KW			Total Output 11/12/2008 01/06/2009
041	Frances L. Thompson			Frances L. Thompson 828-304-8296	Photovoltaic		Schedule PP-N (NC) Option B, Distribution Variable 5 years	Formerly Habitat for Humanity "Zero Energy House" demonstration house 8/10/2005 04/30/2012	
	446 South Center Street Hickory NC 28603 <i>Zero Energy House</i>				4.5	KW			Total Output 05/01/2007
					4.5	KW			05/01/2007

Project Number	Supplier Name Address City State Zip Facility Name/Location	Contact Telephone Installed Capacity Contract Capacity	Fuel/Technology Contract Type Contract Date Contract Delivery Date	Contract Rates Initial Contract Term	Comments Initial Power Production Date Initial Term Expires
042	Freightliner 552 Hyatt Street Gaffney SC 29341 Engine Dynamometer	John Person 864-206-8682 KW 0.0 KW	Engine Dynamometer As-Available Excess 05/01/2007 05/01/2007	Schedule PP (SC) Option A, Distribution, En Variable 5 years	5/1/2007 04/30/2012
043	Gall D. Schmidt 303 Christopher Road Tryon NC 28782 Schmidt PV Installation	Gall D. Schmidt 804-580-1528 3.0 KW 3.0 KW	Photovoltaic Total Output 01/14/2010 03/24/2010	Schedule PP-N (NC) Option B, Distribution Variable 5 years	3/24/2010 3/23/2015
044	Gas Recovery Systems, LLC 5101 Morehead Road Concord NC 28027 Gas Recovery Systems LFG Facility	Fortistar Methane Grou 914-421-4909 5,000.0 KW 3,000.0 KW	Landfill Methane Gas Total Output 09/14/2009 02/01/2010	Negotiated 20 years	1/26/2010 12/31/2030
045	George F. Fralick PO Box 284 Edneyville NC 28727 Fralick PV Installation	George F. Fralick 828-685-8954 2.8 KW 2.8 KW	Photovoltaic Total Output 01/21/2010 02/23/2010	Schedule PP-N (NC) Option B, Distribution Variable 5 years	2/23/2010 2/22/2015
046	Gerald W. Meisner & Harol M. Hoffman 1 Deerwood Court Greensboro NC 27410 Meisner & Hoffman PV Installation	Gerald Hoffman 336-334-4217 4.2 KW 4.2 KW	Photovoltaic Total Output 09/17/2008 10/14/2008	Schedule PP-N (NC) Option B, Distribution Variable 5 years	10/14/2008 10/13/2013
047	Gerry Priebe 464 Eagles Roost Road Bryson City NC 28713 Priebe PV Installation	Gerry Priebe 828-488-0112 7.0 KW 7.0 KW	Photovoltaic Total Output 02/05/2009 03/20/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	3/20/2009 3/19/2014

Project Number	Supplier Name			Contact Telephone	Fuel/Technology		Contract Rates	Comments
	Address	City	State Zip		Contract Type	Contract Date		
	Facility Name/Location			Installed Capacity	Contract Capacity	Contract Delivery Date	Initial Contract Term	Initial Term Expires
048	Greenville Gas Producers, LLC			William P. Brinker		Landfill Gas	Schedule PP (SC)	
	10801 Monroe Road, Suite F Matthews NC 28105 <i>Enoree Landfill Gas Generating Facility</i>			704-844-8990		Total Output 03/18/2008	Distribution 5-year fixed 5 years	7/30/2008 7/11/2013
049	Gwenyth T. Reid			Gwen Reid		Photovoltaic	Schedule PP-N (NC)	
	209 South Cameron Street Hillsborough NC 27278 <i>Reid PV Installation</i>			919-732-5928		Total Output 01/28/2008	Option B, Distribution Variable 5 years	2/8/2008 2/7/2013
050	H. Malcolm Hardy			H. Malcolm Hardy		Photovoltaic	Schedule PP-N (NC)	
	53523 Bickett Drive Chapel Hill NC 27517 <i>Hardy PV Installation</i>			919-929-4593		Total Output 09/15/2009	Option B, Distribution Variable 5 years	9/29/2009 9/28/2014
051	Haneline Power, LLC			Allen Haneline		Hydroelectric	Schedule PP-H (NC)	Former Brushy Mountain Power Company site
	3379 Amity Hill Road Statesville NC 28677 <i>Lower Little River Hydroelectric Facility</i>			704-450-9129		Total Output 02/21/2006	Option A, Distribution Variable 5 years	3/6/2006 03/05/20011
052	Hardins Resources Company			Dieter J. Lohrmann		Hydroelectric	Schedule PP-H (NC)	Steve Mason Enterprises PPA assigned to Hardins Resources Company on 8/17/2007
	11800 Henderson Road Clifton VA 20124 <i>Harden Hydro Facility</i>			301-404-6996		Total Output 10/12/2001	Ser.4, 1st Revised 15-year fixed 15 years	12/20/1985 07/26/2016
053	Haw River Hydro Co.			William H. Lee		Hydroelectric	Schedule PP (NC)	Formerly Deep River Hydro Co. (Change eff. 1/7/93)
	PO Box 1459 Asheboro NC 27204 <i>Haw River Hydroelectric Facility</i>			336-824-2008		Total Output 02/25/1997	Ser.4, 3rd Revised 15-year fixed 15 years	1/8/1982 01/07/2012

Project Number	Supplier Name			Contact Telephone	Fuel/Technology		Contract Rates	Comments
	Address	City	State Zip		Contract Type	Contract Date		
	Facility Name/Location			Installed Capacity	Contract Capacity	Contract Delivery Date		Initial Term Expires
054	Hayden-Harman Foundation			Patrick Harman	Photovoltaic		Schedule PP-N (NC)	
	PO Box 1762			336-228-8138	Total Output		Ser.4, 5th Revised	
	Burlington	NC	27216	2.0 KW	02/13/2008		Option B, 5-year fixed	
	<i>Hayden-Harman Foundation PV Installation</i>			2.0 KW	02/13/2008		5 years	2/13/2006 02/12/2011
055	Hendrik J. Roddenburg			Hendrik J. Rodenburg	Photovoltaic		Schedule PP-N (NC)	
	102 Springdale Way			919-370-7508	Total Output		Option B, Distribution	
	Chapel Hill	NC	27517	3.3 KW	12/21/2007		Variable	
	<i>Rodenburg PV Installation</i>			3.7 KW	01/15/2008		5 years	1/15/2008 1/14/2013
056	Henry J. Becker			Henry Becker	Photovoltaic		Schedule PP-N (NC)	
	1114 Phil's Ridge Road			919-932-7356	Total Output		Option B, Distribution	
	Chapel Hill	NC	27516	7.4 KW	04/21/2009		Variable	
	<i>Becker PV Installation</i>			7.0 KW	06/12/2009		5 years	6/12/2009 6/11/2014
057	HMS Holdings			Chris Neuman	Engine Dynamometer		Schedule PP-N (NC)	Formerly Motorsports Builders
	4400 Papa Joe Hendrick Boulevard			704-455-3400	As-Available Excess		Option A, Distribution, En	
	Charlotte	NC	28262	KW	08/10/2005		Variable	
	<i>Motorsports Builders</i>			0.0 KW	08/10/2005		5 years	8/10/2005 08/10/2011
058	Holzworth Holdings, Inc.			Donald Holzworth	Photovoltaic		Schedule PP-N (NC)	
	448 Blue Violet Way			919-933-2999	Total Output		Option B, Distribution	
	Durham	NC	27713	3.0 KW	10/10/2006		Variable	
	<i>Holzworth Photovoltaic Installation</i>			3.0 KW	11/30/2006		5 years	11/30/2006 11/29/2011
059	Inman Mills (Riverdale Development Venture (R			Greg Sveinsson	Hydroelectric		Schedule PP (SC)	
	PO Box 327			847-370-5341	Total Output		Distribution	
	Enoree	SC	29335	1,600.0 KW	07/19/2009		Variable	
	<i>Riverdale Hydroelectric Facility</i>			400.0 KW	08/31/2009		5 years	8/31/2009 8/30/2014

Project Number	Supplier Name Address City State Zip Facility Name/Location	Contact Telephone Installed Capacity Contract Capacity	Fuel/Technology Contract Type Contract Date Contract Delivery Date	Contract Rates Initial Contract Term	Comments Initial Power Production Date Initial Term Expires
060	<b>Innovative Solar Solutions</b> 2725 Westinghouse Blvd. Charlotte NC 28273 <i>Innovative Solar PV Installation</i>	Eric Lensch 704-583-0016 3.6 KW 3.6 KW	Photovoltaic Total Output 11/04/2008 02/10/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	2/10/2009 2/9/2014
061	<b>Irvine River Company</b> 413 Church Street Eden NC 27288 <i>Spray Cotton Mills Hydroelectric Facility</i>	Mark Bishopric 336-627-6204 500.0 KW 140.0 KW	Hydroelectric Total Output 06/26/2009 11/03/2009	Schedule PP-H (NC) Ser.4, 9th Revised, Optio 15-year fixed 15 years	formerly Spray Cotton Mills 11/3/2009 11/2/2024
062	<b>Jafasa Farms</b> 138 Kimzey Road Horseshoe NC 28742 <i>Jafasa Farms Greenhouse Photovoltaic Install</i>	Michael Arison 828-890-1796 6.0 KW 6.0 KW	Photovoltaic Total Output 10/10/2006 12/10/2006	Schedule PP-N (NC) Option B, Distribution Variable 5 years	12/20/2006 12/09/2011
063	<b>Jafasa Farms</b> 138 Kimzey Road Horseshoe NC 28742 <i>Jafasa Farms Residence Photovoltaic Installati</i>	Michael Arison 828-890-1796 6.0 KW 6.0 KW	Photovoltaic Total Output 10/10/2006 12/10/2006	Schedule PP-N (NC) Option B, Distribution Variable 5 years	12/20/2006 12/09/2011
064	<b>James B. Sherman</b> 100 Wisteria Drive Chapel Hill NC 27514 <i>Sherman Photovoltaic Installation</i>	James B. Sherman 919-408-0142 5.0 KW 5.0 KW	Photovoltaic Total Output 12/07/2006 12/28/2007	Schedule PP-N (NC) Option B, Distribution Variable 5 years	12/28/2007 12/27/2012
065	<b>James J. Boyle</b> 4807 Marena Place Durham NC 27707 <i>Boyle PV Installation</i>	James J. Boyle 919-483-8692 3.6 KW 3.0 KW	Photovoltaic Total Output 05/17/2010 06/08/2010	Schedule PP-N (NC) Option B, Distribution Variable 5 years	6/8/2010 6/7/2015

Project Number	Supplier Name			Contact Telephone	Fuel/Technology	Contract Rates	Comments
	Address	City	State Zip				
	Facility Name/Location			Installed Capacity	Contract Type	Contract Date	Initial Power Production Data
				Contract Capacity	Contract Delivery Date	Initial Contract Term	Initial Term Expires
066	James Lee Johnson			James Lee Johnson	Photovoltaic	Schedule PP-N (NC)	
	201 West Charles Street			704-849-8355	Total Output	Option B, Distribution	
	Matthews	NC	28105	1.9 KW	02/03/2009	Variable	
	<i>Johnson PV Installation</i>			1.9 KW	07/08/2009	5 years	7/8/2009 7/7/2014
067	James Richard Trevathan			James Richard Trevath	Photovoltaic	Schedule PP-N (NC)	
	581 North Big Bear Pen Mtn.			828-526-2336	Total Output	Option B, Distribution	
	Highlands	NC	28741	3.0 KW	12/15/2009	Variable	
	<i>Trevathan PV Installation</i>			3.0 KW	02/18/2010	5 years	2/18/2010 2/17/2015
068	Jeffery L. Pardue			Jeffery Pardue	Photovoltaic	Schedule PP-N (NC)	
	2271 Old Highway 60			336-867-4424	Total Output	Option B, Distribution	
	Wilkesboro	NC	28697	4.2 KW	03/06/2009	Variable	
	<i>Pardue PV Installation</i>			3.8 KW	06/24/2009	5 years	6/24/2009 6/23/2014
069	Jerome Levit			Jerome Levit	Photovoltaic	Schedule PP-N (NC)	
	4371 Russell Road			919-824-8843	Total Output	Option B, Distribution	
	Graham	NC	27253	2.0 KW	04/29/2008	Variable	
	<i>Levit PV Installation</i>			2.0 KW	09/30/2008	5 years	9/30/2008 9/29/2013
070	Jim and Linda Alexander			Jim Alexander	Photovoltaic	Schedule PP-N (NC)	
	210 Stagecoach Road			919-616-0412	Total Output	Option B, Distribution	
	Chapel Hill	NC	27514	4.0 KW	10/11/2007	Variable	
	<i>Alexander PV Installation</i>			4.0 KW	11/02/2007	5 years	11/2/2007 11/01/2012
071	Jody Fine			Jody Fine	Photovoltaic	Schedule PP (SC)	
	431 Mt. Bethel Road			864-861-2442	Total Output	Variable	
	Ware Shoals	SC	29692	1.9 KW	08/19/2008	5 years	
	<i>Fine PV Installation</i>			1.9 KW	08/28/2008		8/28/2008 8/27/2013

Project Number	Supplier Name			Contact Telephone	Fuel/Technology		Contract Rates	Comments
	Address	City	State Zip		Contract Type	Contract Date		
	Facility Name/Location			Installed Capacity	Contract Capacity	Contract Delivery Date	Initial Contract Term	Initial Term Expires
072	Joel L. Hager			Joel L. Hager		Photovoltaic	Schedule PP-N (NC)	
	555 Bonanza Drive			704-202-0678		Total Output	Option B, Distribution	
	Salisbury	NC	28114	4.0 KW		09/11/2008	Variable	
	<i>Hager PV Installation</i>			4.0 KW		09/23/2008	5 years	9/23/2008
								9/22/2013
073	John B. Robbins			John Robbins		Photovoltaic	Schedule PP-N (NC)	
	1255 Odell School Road			704-786-7755		Total Output	Option B, Distribution	
	Concord	NC	28027	9.8 KW		04/21/2009	Variable	
	<i>Robbins PV Installation</i>			7.6 KW		06/04/2009	5 years	6/4/2009
								6/3/2014
074	John H. DiLiberti			John H. DiLiberti		Photovoltaic	Schedule PP-N (NC)	
	1013 Starfield Circle			919-960-7235		Total Output	Option B, Distribution	
	Hillsborough	NC	27278	9.8 KW		03/12/2008	Variable	
	<i>DiLiberti PV Installation</i>			9.8 KW		04/02/2008	5 years	4/2/2008
								4/1/2013
075	Keith Adam Smith			Keith Adam Smith		Photovoltaic	Schedule PP-N (NC)	
	2721 Sleepy Hollow Lane			828-403-9738		Total Output	Option B, Distribution	
	Nebo	NC	28761	2.0 KW		09/28/2009	Variable	
	<i>Smith PV Installation</i>			2.0 KW		10/16/2009	5 years	10/16/2009
								10/15/2014
076	KMBA, LLC			David R. Bowles		Photovoltaic	Schedule PP-N (NC)	
	1000 Louis Rose Place			704-400-0600		Total Output	Option B, Distribution	
	Charlotte	NC	28262	9.0 KW		01/15/2010	Variable	
	<i>KMBA PV Installation</i>			9.0 KW		03/18/2010	5 years	3/18/2010
								3/17/2015
077	Lamar Bailes			Lamar Bailes		Photovoltaic	Schedule PP (SC)	
	428 North Spring Street			864-638-3058		Total Output	Variable	
	Walhalla	SC	29691	4.7 KW		11/09/2009	5 years	12/3/2009
	<i>Bailes PV System</i>			4.0 KW		12/03/2009		12/2/2014

Project Number	Supplier Name			Contact Telephone	Fuel/Technology		Contract Rates		Comments
	Address	City	State Zip		Contract Type	Contract Date	Initial Contract Term	Initial Power Production Date	
	Facility Name/Location			Installed Capacity	Contract Capacity	Contract Delivery Date			Initial Term Expires
078	Laura J. Ballance			Laura J. Ballance		Photovoltaic		Schedule PP-N (NC)	
	1800 Glendale Avenue			919-949-8908		Total Output		Option B, Distribution	
	Durham	NC	27701	7.0 KW	7.0 KW	04/13/2010	04/28/2010	5 years	4/28/2010
	<i>Ballance PV Installation</i>								4/27/2015
079	Lawrence B. Miller			Lawrence B. Miller		Photovoltaic		Schedule PP (SC)	
	224 Peartree Lane			864-376-1600		Total Output		Variable	
	Anderson	SC	29625	3.4 KW	3.0 KW	12/24/2009	12/17/2009	5 years	12/17/09
	<i>Miller PV System</i>								12/16/2014
080	Leon's Beauty School, Inc.			Parker Washburn		Photovoltaic		Schedule PP-N (NC)	
	1305 Coliseum Boulevard			336-274-4601		Total Output		Option B, Distribution	
	Greensboro	NC	27403	35.5 KW	35.0 KW	09/15/2009	10/30/2009	5 years	10/30/09
	<i>Leon's Beauty School PV Installation</i>								10/29/2014
081	Marilyn M. Norfolk			Marilyn M. Norfolk		Photovoltaic		Schedule PP-N (NC)	
	1030 Torrey Pines Place			206-302-7562		Total Output		Option B, Distribution	
	Chapel Hill	NC	27517	5.0 KW	5.0 KW	01/23/2009	11/12/2009	5 years	11/12/2009
	<i>Norfolk PV Installation</i>								11/11/2014
082	Mark A. Powers			Mark A. Powers		Photovoltaic		Schedule PP-N (NC)	
	14 Sweetbriar Lane			919-408-3142		Total Output		Option B, Distribution	
	Chapel Hill	NC	27514	2.4 KW	2.4 KW	06/18/2007	07/06/2007	5 years	7/6/2007
	<i>Powers PV Installation</i>								07/5/2012
083	Mary Karen Nicholson			Mary K. Nicholson		Photovoltaic		Schedule PP-N (NC)	
	9134 Morrow Mill Road			919-304-2910		Total Output		Option B, Distribution	
	Mebane	NC	27302	2.4 KW	2.4 KW	07/20/2009	08/19/2009	5 years	8/19/2009
	<i>Nicholson PV Installation</i>								8/18/2014

Project Number	Supplier Name			Contact Telephone	Fuel/Technology		Contract Rates	Comments
	Address	City	State Zip		Contract Type	Contract Date		
	Facility Name/Location			Installed Capacity	Contract Capacity	Contract Delivery Date	Initial Contract Term	Initial Term Expires
084	Matthew T. Ewers			Matthew T. Ewers		Photovoltaic	Schedule PP-N (NC)	
	2636 Shenandoah Drive Charlotte NC 28205 <i>Ewers PV Installation</i>			704-201-2889		Total Output 08/19/2008 09/30/2008	Option B, Distribution Variable 5 years	9/30/2008 9/29/2013
085	Mayo Hydropower, LLC			Dean Edwards		Hydroelectric	Negotiated (NC)	Formerly Mayo Hydro. Assigned to Mayo Hydropower on 3/15/2002.
	5400 Downing Street Dover FL 33527 <i>Mayo Dam Hydroelectric Facility</i>			813-659-1007		Total Output 08/11/1998 02/01/2001	10-year fixed 10 years	2/1/2001 01/31/2011
086	Mayo Hydropower, LLC			Dean Edwards		Hydroelectric	Schedule PP-H (NC)	
	5400 Downing Street Dover FL 33527 <i>Avalon Dam Hydroelectric Facility</i>			813-659-1007		Total Output 11/23/2009 12/27/2009	Ser.4, 9th Revised 10-year fixed 10 years	4/26/1997 12/26/2019
087	Megawatt Solar, Inc.			Dan Gregory		Photovoltaic	Schedule PP-N (NC)	
	437 Dimmocks Mill Road Hillsborough NC 27778 <i>MW Solar PV Installation</i>			919-732-3972		Total Output 08/07/2007 08/28/2007	Option B, Distribution Variable 5 years	8/28/2007 08/27/2012
088	Michael G. Hitchcock			Michael Hitchcock		Photovoltaic	Schedule PP-N (NC)	
	3656 Old US Hwy 421 East Yadkinville NC 27055 <i>Hitchcock PV Installation</i>			336-961-6775		Total Output 10/23/2009 12/22/2009	Option B, Distribution Variable 5 years	12/22/2009 12/21/2014
089	Mill Shoals Hydro Company, Inc.			Beth Harris		Hydroelectric	Schedule PP (NC)	Owned by Enel North America
	One Tech Drive, Suite 220 Andover MA 01810 <i>High Shoals Hydroelectric Facility</i>			864-979-4077		Total Output 08/12/1997 04/02/1997	Ser.4, 3rd Revised 15-year fixed 15 years	4/2/1982 04/01/2012

Project Number	Supplier Name Address City State Zip Facility Name/Location	Contact Telephone Installed Capacity Contract Capacity	Fuel/Technology Contract Type Contract Date Contract Delivery Date	Contract Rates Initial Contract Term	Comments Initial Power Production Date Initial Term Expires
090	MP Durham, LLC 2115 East Club Boulevard Durham AZ 85728 <i>Durham LFG Project</i>	James Voss 520-615-8995 3,180.0 KW 3,180.0 KW	Landfill Methane Gas Total Output 07/11/2008 09/18/2009	Negotiated 20 years	9/18/2009 12/31/2029
091	Northbrook Carolina Hydro, L.L.C. 14550 North Frank Lloyd Wright, Suite 210 Scottsdale AZ 85260 <i>Saluda Hydroelectric Facility</i>	J. Charles Ahlrichs 312-419-1771 2,400.0 KW 515.0 KW	Hydroelectric Total Output 12/04/1996 12/04/1996	Schedule PP (SC) Distribution Variable Ongoing	Previously owned by Duke Energy Carolinas. Pre-PURPA 12/03/2006
092	Northbrook Carolina Hydro, L.L.C. 14550 North Frank Lloyd Wright, Suite 210 Scottsdale AZ 85260 <i>Holliday's Bridge Hydroelectric Facility</i>	J. Charles Ahlrichs 312-419-1771 3,500.0 KW 2,230.0 KW	Hydroelectric Total Output 12/04/1996 12/04/1996	Schedule PP (SC) Transmission Variable Ongoing	Previously owned by Duke Energy Carolinas. Pre-PURPA 12/03/2006
093	Northbrook Carolina Hydro, L.L.C. 14550 North Frank Lloyd Wright, Suite 210 Scottsdale AZ 85260 <i>Boyd's Mill Hydroelectric Facility</i>	J. Charles Ahlrichs 312-419-1771 1,500.0 KW 110.0 KW	Hydroelectric Total Output 12/04/1996 12/04/1996	Schedule PP (SC) Distribution Variable Ongoing	Previously owned by Duke Energy Carolinas. Pre-PURPA 12/03/2006
094	Northbrook Carolina Hydro, L.L.C. 14550 North Frank Lloyd Wright, Suite 210 Scottsdale AZ 85260 <i>Turner Shoals Hydroelectric Facility</i>	J. Charles Ahlrichs 312-419-1771 5,500.0 KW 3,000.0 KW	Hydroelectric Total Output 12/04/1996 12/04/1996	Schedule PP-H (NC) Option A, Transmission Variable Ongoing	Previously owned by Duke Energy Carolinas. Pre-PURPA 12/03/2006
095	Oakdale Holding, LLC 2201 Old NC Highway 86 Hillsborough NC 27278 <i>Oakdale Holding PV Installation</i>	Brian Kileff 919-942-0555 18.5 KW 15.0 KW	Photovoltaic Total Output 08/24/2010 07/13/2010	Schedule PP-N (NC) Option B, Distribution Variable 5 years	7/13/2010 7/12/2015

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	Address	City	State Zip		Contract Type	Contract Date		
	Facility Name/Location			Installed Capacity	Contract Capacity	Contract Delivery Date		Initial Term Expires
096	Oenophilia			Brian Kileff	Photovoltaic		Schedule PP-N (NC)	
	500 Meadowland Drive			919-942-0555	Total Output		Option B, Distribution	
	Hillsborough	NC	27278	18.5 KW	06/03/2010		Variable	
	<i>Oenophilia PV Installation</i>			15.0 KW	06/14/2010		5 years	6/14/2010 6/13/2015
097	Optima Engineering			Keith Pehl	Photovoltaic		Schedule PP-N (NC)	
	1927 South Tryon Street, Suite 300			704-927-1770	Total Output		Option B, Distribution	
	Charlotte	NC	28203	8.4 KW	09/26/2008		Variable	
	<i>Optima PV Installation</i>			8.4 KW	10/02/2008		5 years	10/17/2008 10/1/2013
098	Pacifica Master Homeowners' Association			Marc Kolman	Photovoltaic		Schedule PP-N (NC)	
	141 Viburnum Way			919-987-9727	Total Output		Option B, Distribution	
	Carboro	NC	27510	5.3 KW	10/26/2007		Variable	
	<i>Pacifica PV Installation</i>			5.3 KW	11/27/2007		5 years	11/27/2007 11/26/2012
099	Paul C. Kuo			Paul C. Kuo	Photovoltaic		Schedule PP-N (NC)	
	103 Nuttal Place			919-969-9810	Total Output		Option B, Distribution	
	Chapel Hill	NC	27514	3.0 KW	11/24/2009		Variable	
	<i>Kuo PV Installation</i>			3.0 KW	01/27/2010		5 years	1/27/2010 1/26/2015
100	Paul G. Keller DBA Futility			Paul G. Keller	Photovoltaic		Schedule PP-N (NC)	
	304 Faison Road			919-572-1305	Total Output		Option B, Distribution	
	Chapel Hill	NC	27517	3.8 KW	04/29/2008		5-year fixed	
	<i>Futility PV Installation</i>			3.8 KW	05/23/2008		5 years	5/23/2008 5/22/2013
101	Pelzer Hydro Company, Inc.			Beth Harris	Hydroelectric		Schedule PP (SC)	Owned by Enel North America
	One Tech Drive, Suite 220			864-979-4077	Total Output		Variable	
	Andover	MA	01810	2,020.0 KW	10/30/1998		1 year	
	<i>Upper Pelzer Hydro Project</i>			540.0 KW	09/11/1998			Pre-PURPA Yearly thereafter

Project Number	Supplier Name			Contact Telephone	Fuel/Technology		Contract Rates	Comments
	Address	City	State Zip		Contract Type	Contract Data		
	Facility Name/Location			Installed Capacity	Contract Capacity	Contract Delivery Date	Initial Contract Term	Initial Power Production Date Initial Term Expires
102	Pelzer Hydro Company, Inc.			Beth Harris	Hydroelectric		Schedule PP (SC)	Owned by Enel North America
	One Tech Drive, Suite 220 Andover MA 01810 <i>Lower Pelzer Hydro Project</i>			864-979-4077 3,300.0 KW 680.0 KW	Total Output 10/30/1998 09/11/1998	Variable 1 year	Pre-PURPA Yearly thereafter	
103	Penske Racing South, Inc. d/b/a Penske-Jaspe			Greg Welch	Engne Dynamometer		Schedule PP-N (NC)	
	4361 Motorsports Drive Concord NC 28027 <i>Engine Test Facility</i>			704-788-8996 KW 0.0 KW	As-Available Excess 05/03/2007 05/03/2007	Option A, Distribution, En Variable 5 years	5/3/2007 5/02/2012	
104	Peter J. Jarosak			Peter J. Jarosak	Photovoltaic		Schedule PP-N (NC)	
	4504 Kenbridge Drive Greensboro NC 27410 <i>Jarosak PV Installation</i>			336-855-8167 2.6 KW 2.6 KW	Total Output 10/01/2009 10/23/2009	Option B, Distribution Variable 5 years	10/23/2009 10/22/2014	
105	Phillip E. Miner			Phillip E. Miner	Photovoltaic		Schedule PP-N (NC)	
	454 Walker Store Road Ellenboro NC 28040 <i>Miner PV Installation</i>			828-657-5884 5.0 KW 5.0 KW	Total Output 11/24/2009 01/06/2010	Option B, Distribution Variable 5 years	1/6/2010 1/5/2015	
106	Phillip B. Caldwell			Phillip B. Caldwell	Photovoltaic		Schedule PP-N (NC)	
	107 Tsula Court Brevard NC 28712 <i>Caldwell PV Installation</i>			828-877-6100 3.0 KW 3.0 KW	Total Output 07/09/2008 08/13/2008	Option B, Distribution Variable 5 years	8/13/2008 8/12/2013	
107	Pickens Mill Hydro, LLC			Mike Harmon	Hydroelectric		Schedule PP-H (NC)	Previously owned by Duke Energy Carolinas.
	2130 North Tryon Street Charlotte NC 28206 <i>Stice Shoals Hydroelectric Facility</i>			704-773-0175 600.0 KW 125.0 KW	Total Output 12/04/1996 12/04/1996	Option A, Distribution Variable Ongoing	Assigned to Bullock effective 8/12/2002. Pickens Mill purchased from Bullock in 2005 Pre-PURPA 12/03/2006	

Project Number	Supplier Name Address City State Zip Facility Name/Location	Contact Telephone Installed Capacity Contract Capacity	Fuel/Technology Contract Type Contract Date Contract Delivery Date	Contract Rates Initial Contract Term	Comments Initial Power Production Date Initial Term Expires
108	Pippin Home Designs 7390 Gabriel Street Sherrils Ford NC 28673 <i>Pippin PV Installation</i>	Jennifer Pippin 704-363-8037 3.6 KW 3.6 KW	Photovoltaic Total Output 10/12/2007 01/31/2008	Schedule PP-N (NC) Option B, Distribution Variable 5 years	1/31/2007 1/30/2013
109	R. Lawrence Ashe, Jr. 6345 Big Ridge Road Glenville NC 28736 <i>Ashe PV Installation</i>	Lawrence Ashe 404-253-6001 4.0 KW 4.0 KW	Photovoltaic Total Output 01/23/2009 02/06/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	2/6/2009 2/8/2014
110	Rajah Y. Chacko 3510 Hayden Drive Charlotte NC 28289 <i>Chacko PV Installation</i>	Rajah Y. Chacko 704-387-0409 2.7 KW 2.7 KW	Photovoltaic Total Output 09/18/2008 06/04/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	6/4/2009 6/3/2014
111	Rajendra Morey 43 Beverly Drive Durham NC 27707 <i>Morey PV Installation</i>	Rajendra Morey 919-201-7185 7.0 KW 7.0 KW	Photovoltaic Total Output 08/06/2009 12/18/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	12/18/2009 12/17/2014
112	Ramona L. Sherwood 13937 Shopton Road West Charlotte NC 29278 <i>Sherwood PV Installation</i>	Ramona Sherwood 704-587-0998 4.1 KW 4.0 KW	Photovoltaic Total Output 04/21/2009 06/04/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	6/4/2009 6/3/2014
113	RayLen Vineyards, Inc. 3577 US Highway 158 Mocksville NC 27028 <i>RayLen Vineyards PV Installation</i>	Steve Shepard 336-998-3100 9.9 KW 9.0 KW	Photovoltaic Total Output 09/02/2009 09/25/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	9/25/2009 9/24/2014

Project Number	Supplier Name			Contact Telephone	Fuel/Technology		Contract Rates	Comments
	Address	City	State Zip		Contract Type	Contract Date		
	Facility Name/Location			Installed Capacity	Contract Capacity	Contract Delivery Date	Initial Contract Term	Initial Term Expires
114	Rebecca G. Laskody			Rebecca G. Laskody		Photovoltaic	Schedule PP-N (NC)	
	111 Circadian Way			919-929-5710		Total Output	Option B, Distribution	
	Chapel Hill	NC	27516	3.0 KW		03/26/2010	Variable	
	<i>Laskody PV Installation</i>			3.0 KW		04/26/2010	5 years	4/26/2010 4/25/2015
115	Rebecca T. Cobey			Rebecca T. Cobey		Photovoltaic	Schedule PP-N (NC)	
	300 Circle Park Place			919-929-7933		Total Output	Option B, Distribution	
	Chapel Hill	NC	27517	1.7 KW		07/24/2008	Variable	
	<i>Cobey PV Installation</i>			1.7 KW		06/12/2009	5 years	6/12/09 6/11/2014
116	Ron B. Rozzelle			Ron Rozzelle		Photovoltaic	Schedule PP-N (NC)	
	1531 Julia Ann Lane			336-376-8052		Total Output	Option B, Distribution	
	Graham	NC	27253	5.5 KW		02/25/2009	Variable	
	<i>Rozzelle PV Installation</i>			5.5 KW		03/18/2009	5 years	3/18/2009 3/17/2014
117	Ronald R. Butters			Ronald R. Butters		Photovoltaic	Schedule PP-N (NC)	
	1612 Bivins Street			919-423-8866		Total Output	Option B, Distribution	
	Durham	NC	27707	4.6 KW		10/01/2009	Variable	
	<i>Butter PV Installation</i>			4.0 KW		12/18/2009	5 years	12/18/2009 12/17/2014
118	Roush & Yates Racing Engines, LLC			Mark Hayes		Engine Dynamometer	Schedule PP-N (NC)	
	297 Rolling Hills Road			704-799-6216		As-Available Excess	Option A, Distribution, En	
	Mooresville	NC	28117		KW	06/22/2007	Variable	
	<i>Engine Test Facility</i>			0.0 KW		06/22/2007	5 years	6/22/2007 6/21/2012
119	Russell Von Stein			Russell Von Stein		Photovoltaic	Schedule PP-N (NC)	
	5267 Rich Mountain Road			828-577-0882		Total Output	Option B, Distribution	
	Brevard	NC	28712	3.0 KW		11/24/2009	Variable	
	<i>Von Stein PV Installation</i>			3.0 KW		12/17/2009	5 years	12/17/2009 12/16/2014

Project Number	Supplier Name Address City State Zip Facility Name/Location	Contact Telephone Installed Capacity Contract Capacity	Fuel/Technology Contract Type Contract Date Contract Delivery Date	Contract Rates Initial Contract Term	Comments Initial Power Production Date Initial Term Expires
120	Salem Energy Systems, L.L.C. 335 W. Hanes Mill Road Winston-Salem NC 27105 <i>Winston-Salem Gas Recovery Project</i>	Robert (Bob) Biskeborn 336-776-1462 4,750.0 KW 4,270.0 KW	Landfill Gas-fueled Turbine Cogen Total Output 03/24/1995 07/10/1996	Schedule PP (NC) Ser.4, 1st Revised 15-year fixed 15 years	Formerly Enerdyne II, LLC  7/10/1996 03/23/2010
121	Samuel B. Moore 4003 Birkdale Court Elon NC 27244 <i>Moore PV Installation</i>	Samuel B. Moore 336-269-0959 2.0 KW 2.0 KW	Photovoltaic Total Output 02/19/2010 03/24/2010	Schedule PP-N (NC) Option B, Distribution Variable 5 years	  3/24/2010 3/23/2015
122	Samuel C. Province 8629 Reeps Grove Church Rd Vale NC 28168 <i>Province PV Installation</i>	Samuel C. Province 704-276-2482 10.0 KW 10.0 KW	Photovoltaic Total Output 11/16/2009 12/07/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	  12/7/2009 12/6/2014
123	SanDan Farm 4942A Harvest Road McLeansville NC 27301 <i>SanDan Farm PV Installation</i>	Dan Kerns 336-324-9650 24.0 KW 24.0 KW	Photovoltaic Total Output 10/01/2009 12/29/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	  12/29/2009 12/28/2014
124	Scot Friedman 3603 Chance Road Greensboro NC 27410 <i>Friedman PV Installation</i>	Scot Friedman 336-668-4081 5.5 KW 5.5 KW	Photovoltaic Total Output 07/15/2009 07/24/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	  7/24/2009 7/6/2014
125	Shawn L. Slome 418 Dragonfly Trail Chapel Hill NC 27517 <i>Slome Photovoltaic Installation</i>	Shawn Slome 919-286-2246 2.0 KW 2.0 KW	Photovoltaic Total Output 08/23/2006 09/26/2006	Schedule PP-N (NC) Option B, Distribution Variable 5 years	  9/26/2006 9/25/2011

Project Number	Supplier Name Address City State Zip Facility Name/Location	Contact Telephone Installed Capacity Contract Capacity	Fuel/Technology Contract Type Contract Date Contract Delivery Date	Contract Rates Initial Contract Term	Comments Initial Power Production Date Initial Term Expires
126	South Yadkin Power, Inc. 6898A Coltrane Mill Rd. Greensboro NC 27406 Cooleemee Hydroelectric Facility	Lyn & Breck Bullock 336-328-5313 1,500.0 KW 280.0 KW	Hydroelectric Total Output 07/26/2007 07/09/2007	Schedule PP-H (NC) Option B, Distribution Variable 5 years	Renewal contract in 2007  7/9/1997 07/08/2012
127	Southern Power Company 5755 NC 801 Highway Salisbury NC 28147 Rowan County Unit 1	153,000.0 KW 153,000.0 KW	Gas-fired CT w/ oil backup Total Output-Dispatchable 01/19/2001 06/01/2007	Negotiated  5 years	Assignee of Progress Ventures, Inc.  6/1/2002 12/31/2010
128	Southern Power Company 5755 NC 801 Highway Salisbury NC 28147 Rowan County Unit 2	153,000.0 KW 153,000.0 KW	Gas-fired CT w/ oil backup Total Output-Dispatchable 12/22/2003 01/01/2006	Negotiated  5 years	Assignee of Progress Ventures, Inc.  7/1/2000 12/31/2010
129	Southern Power Company 5755 NC 801 Highway Salisbury NC 28147 Rowan County Unit 3	153,000.0 KW 153,000.0 KW	Gas-fired CT w/ oil backup Total Output-Dispatchable 12/22/2003 06/01/2008	Negotiated  2.5 years	Assignee of Progress Ventures, Inc.  6/1/2004 12/31/2010
130	Stanley D. Chamberlain 643 Brookview Drive Chapel Hill NC 27514 Chamberlain PV Installation	Stanley D. Chamberlain 404-247-2408 8.6 KW 8.0 KW	Photovoltaic Total Output 09/21/2009 10/06/2009	Schedule PP-N (NC) Option B, Distribution Variable 5 years	  10/6/2009 10/5/2014
131	Stephen C. Graf 9101 Art Road Cedar Grove NC 27231 Graf PV Installation	Stephen A. Graf 919-732-6198 5.0 KW 5.0 KW	Photovoltaic Total Output 01/04/2008 01/11/2008	Schedule PP-N (NC) Option B, Distribution Variable 5 years	  1/11/2008 1/10/2013

Project Number	Supplier Name			Contact Telephone	Fuel/Technology		Contract Rates	Comments
	Address	City	State Zip		Contract Type	Contract Date		
	Facility Name/Location			Installed Capacity	Contract Capacity	Contract Delivery Date	Initial Contract Term	Initial Term Expires
132	Steve Mason Enterprises Inc			Steve Mason		Hydroelectric	Schedule PP-H (NC)	Purchased from Consolidated Hydro Southeast, Inc.
	2202 W Franklin Blvd Gastonia NC 28052			704-678-1714		Total Output	Ser.4, 1st Revised	
	<i>Long Shoals Hydroelectric Facility</i>			750.0 KW		02/21/2001	15-year fixed	6/4/1985
				308.0 KW		02/07/2001	15 years	02/06/2016
133	Stewart Bible			Stewart Bible		Photovoltaic	Schedule PP-N (NC)	
	814 Vickers Avenue Durham NC 27701			919-604-2021		Total Output	Option B, Distribution	
	<i>Bible PV Installation</i>			1.5 KW		04/16/2009	Variable	10/28/2009
				1.5 KW		10/28/2009	5 years	10/27/2014
134	Strates Inc. DBA Westtown Eatery & Express			Peter J. Strates		Photovoltaic	Schedule PP-N (NC)	
	5584 Shattalon Drive Winston-Salem NC 27106			336-922-5343		Total Output	Option B, Distribution	
	<i>Strates Inc. PV Installation</i>			6.0 KW		07/30/2008	Variable	12/4/2008
				6.0 KW		12/04/2008	5 years	12/3/2013
135	Sun Capital, Inc			Brenda Drummond		Photovoltaic	Schedule PP-N (NC)	
	6367 Lake Brandt Road Summerfield NC 28359			336-644-9095		Total Output	Option B, Distribution	
	<i>Sun Capital PV Installation</i>			21.4 KW		03/12/2009	Variable	5/22/2009
				20.0 KW		05/22/2009	5 years	5/21/2014
136	SunE DEC1, LLC			Scott Edwards		Photovoltaic	Negotiated	
	550 New Jersey Church Road Lexington NC 27292			443-909-7200		Total Output		
	<i>Davidson County Solar Farm</i>			15,500.0 KW		05/21/2008		12/1/2009
				15,500.0 KW		12/01/2009	20 years	12/31/2030
137	Susan E. Reynolds			Susan E. Reynolds		Photovoltaic	Schedule PP-N (NC)	
	4621 Hollow Oaks Drive Chapel Hill NC 27517			919-259-9912		Total Output	Option B, Distribution	
	<i>Reynolds PV Installation</i>			4.6 KW		07/27/2010	Variable	8/5/2010
				4.6 KW		08/05/2010	5 years	8/4/2015

Project Number	Supplier Name			Contact Telephone	Fuel/Technology		Contract Rates	Comments
	Address	City	State Zip		Contract Type	Contract Date		
	Facility Name/Location			Installed Capacity	Contract Capacity		Initial Contract Term	Initial Term Expires
138	T.S. Designs			Eric Henry		Photovoltaic	Schedule PP-N (NC)	
	2053 Willow Springs Lane			336.229.6426		Total Output	Option B, Distribution	
	Burlington	NC	27215	8.6 KW		09/26/2008	Variable	
	<i>T.S. Designs PV Installation</i>			8.6 KW		10/02/2008	5 years	10/2/2008 10/1/2013
139	The Rocket Shop, LLC			Aaron Lubeck		Photovoltaic	Schedule PP-N (NC)	
	209 North Gregson Street			919-321-8344		Total Output	Option B, Distribution	
	Durham	NC	27701	2.3 KW		06/03/2008	Variable	
	<i>The Rocket Shop, LLC</i>			2.3 KW		06/16/2008	5 years	6/16/2008 6/15/2013
140	Theresa S. Greene			Theresa S. Greene		Photovoltaic	Schedule PP-N (NC)	
	1004 East Willowbrook Lane			336-226-1005		Total Output	Option B, Distribution	
	Burlington	NC	27215	1.9 KW		01/21/2010	Variable	
	<i>Greene PV Installation</i>			1.9 KW		04/01/2010	5 years	4/1/2010 3/31/2015
141	Thomas Christopher			Thomas J. Christopher		Photovoltaic	Schedule PP-N (NC)	
	3405 Trinity Church Drive			704-792-9882		Total Output	Option B, Distribution	
	Concord	NC	28027	4.1 KW		05/24/2010	Variable	
	<i>Christopher PV Installation</i>			4.0 KW		06/23/2010	5 years	6/23/2010 6/22/2015
142	Thomas Knox Worde			Thomas Knox Worde		Photovoltaic	Schedule PP-N (NC)	
	763 J.E. Burnette Road			828-488-4969		Total Output	Option B, Distribution	
	Bryson City	NC	28713	2.5 KW		10/27/2008	Variable	
	<i>Worde PV Installation</i>			2.5 KW		01/13/2009	5 years	1/13/2009 1/12/2014
143	Thomas W. Bates			Thomas Bates		Photovoltaic	Schedule PP (SC)	
	106 Banner Brook Drive			864-228-9282		Total Output		
	Simpsonville	SC	29680	5.2 KW		02/27/2009		
	<i>Bates PV Installation</i>			5.2 KW		03/12/2009	5 years	3/12/2009 3/11/2014

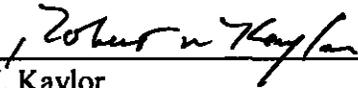
Project Number	Supplier Name Address City State Zip Facility Name/Location	Contact Telephone Installed Capacity Contract Capacity	Fuel/Technology Contract Type Contract Date Contract Delivery Date	Contract Rates Initial Contract Term	Comments Initial Power Production Date Initial Term Expires
144	Timberlyne Legion, LLC 1703 Legion Road Chapel Hill NC 27517 <i>Timberlyne Legion PV Installation</i>	Wallace J. Diehl 919-491-8887 9.0 KW 9.0 KW	Photovoltaic Total Output 12/10/2009 03/31/2010	Schedule PP-N (NC) Option B, Distribution Variable 5 years	3/31/2010 3/30/2015
145	Timberlyne Professional Center, LLC 110 Banks Drive Chapel Hill NC 27514 <i>Timberlyne Professional Center PV Installation</i>	Wallace J. Diehl 919-491-8887 9.0 KW 9.0 KW	Photovoltaic Total Output 12/10/2009 04/13/2010	Schedule PP-N (NC) Option B, Distribution Variable 5 years	4/13/2010 4/12/2015
146	Town of Chapel Hill 405 Martin Luther King Blvd Chapel Hill NC 27514 <i>Fire Station #1 PV Installation</i>	Forrest Heath 919-968-2800 x 141 3.8 KW 3.8 KW	Photovoltaic Total Output 07/20/2007 11/27/2007	Schedule PP-N (NC) Option B, Distribution Variable 5 years	11/27/2007 11/25/2012
147	Town of Lake Lure PO Box 2255 Lake Lure NC 28746 <i>Lake Lure Hydro Facility</i>	Steven M. Wheeler 828-625-9983 3,600.0 KW 2,500.0 KW	Hydroelectric Total Output 09/15/2006 02/21/2006	Schedule PP-H (NC) Ser.4, 5th Revised 5-year fixed 5 years	Awarded capacity credits in 2006  Pre-PURPA 02/20/2011
148	W. B. Moore Company of Charlotte 916 North Poplar Street Charlotte NC 28206 <i>W.B. Moore PV Installation</i>	Kevin Kublank 704-331-9300 27.5 KW 27.0 KW	Photovoltaic Total Output 10/06/2009 04/26/2010	Schedule PP-N (NC) Option B, Distribution Variable 5 years	4/26/2010 4/25/2015
149	W. Jefferson Holt DBA Holt Family Farm Power 2316 Ivey Road Chapel Hill NC 27510 <i>Holt Family Farm Power PV Installation</i>	W. Jefferson Holt 919-928-0054 9.5 KW 9.5 KW	Photovoltaic Total Output 04/11/2008 08/01/2008	Schedule PP-N (NC) Option B, Distribution Variable 5 years	8/1/2008 07/31/2013

Project Number	Supplier Name			Contact Telephone	Fuel/Technology		Contract Rates	Comments
	Address	City	State Zip		Contract Type	Contract Date		
	Facility Name/Location			Installed Capacity	Contract Capacity	Contract Delivery Date	Initial Contract Term	Initial Term Expires
150	Wallace and Graham, PA			Mona Lisa Wallace		Photovoltaic	Schedule PP-N (NC)	
	525 North Main Street			704-633-5244		Total Output	Option B, Distribution	
	Salisbury	NC	28144	150.0	KW	12/10/2009	Variable	
	<i>Wallace and Graham PV Installation</i>			150.0	KW	12/21/2009	5 years	12/21/2009 12/20/2014
151	Walter C. McGervey			Walter C. McGervey		Photovoltaic	Schedule PP-N (NC)	
	2527 Island Ford Road			704-500-9354		Total Output	Option B, Distribution	
	Statesville	NC	28625	1.4	KW	07/18/2008	Variable	
	<i>McGervey PV Installation</i>			1.4	KW	08/15/2008	5 years	8/18/2008 8/14/2013
152	White Oak of Saluda, LLC			Elena Robson		Photovoltaic	Schedule PP-N (NC)	
	224 North Main Street			828-749-1918		Total Output	Option B, Distribution	
	Saluda	NC	28773	5.0	KW	03/10/2010	Variable	
	<i>White Oak PV Installation</i>			5.0	KW	07/02/2010	5 years	7/2/2010 7/1/2015
153	William P. Miller			William P. Miller		Photovoltaic	Schedule PP-N (NC)	
	3309 Wedgewood Place			336-870-6484		Total Output	Option B, Distribution	
	Greensboro	NC	27403	4.8	KW	07/19/2010	Variable	
	<i>Miller PV Installation</i>			4.0	KW	08/05/2010	5 years	8/5/2010 8/4/2015
154	William Terry Baker			Terry Baker		Photovoltaic	Schedule PP-N (NC)	
	207 Purple Leaf Place			919-967-9461		Total Output	Option B, Distribution	
	Carrboro	NC	27510	4.1	KW	04/21/2009	Variable	
	<i>Baker PV Installation</i>			4.0	KW	05/08/2009	5 years	5/8/2009 5/7/2014
155	Yves Naar			Yves Naar		Photovoltaic	Schedule PP-N (NC)	
	1581 Cantrell Mountain Road			803-466-2278		Total Output	Option B, Distribution	
	Brevard	NC	28712	4.0	KW	04/29/2008	Variable	
	<i>Naar PV Installation</i>			4.0	KW	07/09/2008	5 years	7/9/2008 7/7/2013

CERTIFICATE OF SERVICE

I certify that a copy of Duke Energy Carolinas, LLC's Initial Statement in Docket No. E-100, Sub 127 has been served by electronic mail (e-mail), hand delivery or by depositing a copy in the United States Mail, first class postage prepaid, properly addressed to parties of record.

This the 1<sup>st</sup> day of November, 2010.

  
\_\_\_\_\_  
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