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December 5, 2022

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

Via Electronic Submittal

Re: In the Matter of
Biennial Determination of Avoided Cost Rates for Electric Utility
Purchases from Qualifying Facilities -- 2021
Docket No. E-100, Sub 175
New River Light & Power's Compliance Filing of Rates and Contracts

Dear Ms. Dunston:

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

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

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

Thank you and your staff for your assistance.

Sincerely,
/s/ David T. Drooz
David T. Drooz
Attorney for
New River Light & Power

pbb
Enclosures



Fox Rothschild ^{LLP}
ATTORNEYS AT LAW

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

OFFICIAL COPY

Dec 05 2022

EXHIBIT NRLP-1
DOCKET E-100 SUB 175

NEW RIVER LIGHT AND POWER
SMALL POWER SUPPLIER REIMBURSEMENT FORMULA
VARIABLE RATE WITH DEMAND CREDIT
~~PRODUCTION SUPPLIER REIMBURSEMENT FORMULA~~
SCHEDULE NRLP PP(NC)

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Rate SPP DEMAND

~~For all renewable or PURPA-qualified loads, NRLP will adopt the then-current Duke Energy PP(NC) rates but NRLP will not charge the administrative charge associated with the rate. The attached Schedule NRLP PP(NC) represents the Duke Energy PP(NC) rates in place at the time of the filing without the administrative charge. If/when the PP(NC) rates change, the rates for small power production for NRLP will change as well.~~

MPSS = ((CER X CES) + (CDR X CDA))

MPSS = Monthly payment to Small Power Production Supplier.

CER = Estimated annual energy rate per KWH.

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

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

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

MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit and the Demand Credit.

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

EXHIBIT NRLP-2
DOCKET E-100 SUB 175

NEW RIVER LIGHT AND POWER
SMALL POWER SUPPLIER REIMBURSEMENT FORMULA
VARIABLE RATE WITH NO DEMAND CREDIT

Rate SPP NO DEMAND

MPSS = (CER X CES)

MPSS = Monthly payment to Small Power Production Supplier.

CER = Estimated annual energy rate per KWH.

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

MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit.

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

EXHIBIT NRLP-3
DOCKET E-100 SUB 175

NEW RIVER LIGHT AND POWER
SMALL POWER PRODUCTION SUPPLIER REIMBURSEMENT FORMULA
FOR LOADS FOR SEEKING LONG-TERM FIXED RATES

SPP-FIXED

MPSS = ((CER X CES) + (CDR X CDA))

MPSS = Monthly payment to Small Power Production Supplier.

CER = Estimated annual energy rate per KWH.

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

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

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

MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit and the Demand Credit.

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

EXHIBIT NRLP-4
DOCKET E-100 SUB 175

PURCHASED POWER AGREEMENT FOR ~~NRLP LOADS~~
~~RENEWABLE ENERGY OR PURPA-QUALIFIED ELECTRIC~~
GENERATION

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THIS AGREEMENT executed in duplicate is made this _____ day of _____, 20____, by _____ and between NEW RIVER LIGHT AND POWER (NRLP), Boone, North Carolina, a ~~(the "Company")~~, party of the first part and _____ (the "Supplier"), party of the second part.

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

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

The maximum amount of electric power to be delivered under this agreement under normal operating conditions shall be _____ kilowatts.

- 2. MONTHLY PAYMENTS. ~~NRLP Company~~ shall pay the Supplier the sum of the energy ~~credit and the demand credit recorded during the on-peak and off-peak times as listed in the Duke Energy Schedules PP-N and PP-H times the rate as found in the corresponding term length as found in Schedule PP-N and PP-H. NRLP agrees not to charge Supplier the Administrative Charge associated with either Duke Schedule PP(NC).~~

- 3. Energy Credit. ~~The energy credit shall consist of the sum of the energy rate per KWH, as determined in Rates SPP DEMAND, SPP NO DEMAND, OR SPP-FIXED for all KWH purchased from the Supplier during the current billing period and the purchased power adjustment per KWH, if any, for all KWH purchased from the Supplier during the current billing period.~~

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

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- 3.5. General Requirements for Parallel Generation Operation. The Supplier understands and agrees to comply with the General Requirements for Parallel Generator Operation which are attached hereto and incorporated by reference. The provisions stated therein become terms and conditions of this agreement. ~~Additionally, the Application for Parallel Operation completed and~~ signed by the Supplier is attached hereto and incorporated by reference. In reliance upon the accuracy of

EXHIBIT NRLP-4
DOCKET E-100 SUB 175

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~~the information stated therein, NRLP the Company has agreed to enter into the Agreement. Therefore, if the information is not true, such shall constitute a breach and NRLP's of this agreement and the Company's remedy shall be to cease all payments to Supplier and disconnect the small power production facility from the NRLP grid. The Supplier agrees to allow the Company, its employees or agents to enter upon Supplier's property at any time to conduct inspections of the Supplier's generation equipment and interconnection equipment.~~

6.

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4. ~~Contract Period. The initial term of this agreement shall be for a period for five (5) years with automatic renewal each year thereafter. NRLP reserves the right to terminate the contract at any time upon written notice to the Supplier in the event that the Supplier violates any of the terms or conditions of this agreement or operates his generation facilities in a manner which is detrimental to the NRLP or any of its customers. Supplier may terminate the contract on thirty (30) days written notice to NRLP. In the event of early termination of a contract, the Supplier will be required to pay to NRLP to purchase power from Supplier at times when such power is not required on NRLP's system or when such purchase would detrimentally impact the NRLP's other customers. dependent on the contract service term as chosen by the renewable energy supplier but, at no point, will be for a term longer than specified in the Duke Energy Schedules PP (NC).~~

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DOCKET E-100 SUB 175

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

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

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

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SUPPLIER

NEW RIVER LIGHT AND POWER

NEW RIVER LIGHT AND POWER
SMALL POWER SUPPLIER REIMBURSEMENT
FORMULA
VARIABLE RATE WITH DEMAND CREDIT

Rate SPP DEMAND

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

MPSS = Monthly payment to Small Power Production Supplier.

CER = Estimated annual energy rate per KWH.

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

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

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

MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit and the Demand Credit.

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

NEW RIVER LIGHT AND POWER
SMALL POWER SUPPLIER REIMBURSEMENT FORMULA
VARIABLE RATE WITH NO DEMAND CREDIT

Rate SPP NO DEMAND

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

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Company shall pay Seller the sum of the Energy Credit.

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NEW RIVER LIGHT AND POWER
SMALL POWER PRODUCTION SUPPLIER REIMBURSEMENT FORMULA
FOR LOADS FOR SEEKING LONG-TERM FIXED RATES

SPP-FIXED

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

MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit and the Demand Credit.

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

PURCHASED POWER AGREEMENT FOR NRLP LOADS

THIS AGREEMENT executed in duplicate is made this _____ day of 20__, by and between NEW RIVER LIGHT AND POWER (NRLP), Boone, North Carolina, a party of the first part and _____ (the "Supplier"), party of the second part.

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

1. Service Requirements. The electric power to be delivered hereunder shall be made in Watauga County at or near Boone, North Carolina at a delivery point described as follows: _____.

The maximum amount of electric power to be delivered under this agreement under normal operating conditions shall be kilowatts.

2. MONTHLY PAYMENTS. NRLP shall pay the Supplier the sum of the energy credit and the demand credit.
3. Energy Credit. The energy credit shall consist of the sum of the energy rate per KWH, as determined in Rates SPP DEMAND, SPP NO DEMAND, OR SPP-FIXED for all KWH purchased from the Supplier during the current billing period and the purchased power adjustment per KWH, if any, for all KWH purchased from the Supplier during the current billing period.
4. Demand Credit. The demand credit, if any, shall consist of the sum of the demand rate per KW, as found in Rates SPP DEMAND and SPP-FIXED for the metered KW output of the Supplier's generator during the current billing period.
5. General Requirements for Parallel Generation Operation. The Supplier understands and agrees to comply with the General Requirements for Parallel Generator Operation which are attached hereto and incorporated by reference. The provisions stated therein become terms and conditions signed by the Supplier is attached hereto and incorporated by reference. In reliance upon the accuracy of the information stated therein, NRLP has agreed to enter into the Agreement. Therefore, if the information is not true, such shall constitute a breach and NRLP's remedy shall be to cease all payments to Supplier and disconnect the small power production facility from the NRLP grid.

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

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

SUPPLIER

NEW RIVER LIGHT AND POWER