

**AGREEMENT FOR THE SALE  
OF ELECTRICAL OUTPUT TO  
VIRGINIA ELECTRIC AND POWER COMPANY**

THIS AGREEMENT, effective this 10<sup>th</sup> day of FEB, 2015, (the "Effective Date") by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service company with its principal office in Richmond, Virginia, doing business in Virginia as Dominion Virginia Power, and in North Carolina as Dominion North Carolina Power, hereinafter called "Dominion North Carolina Power" or "Company", and Cornstalk Solar LLC, a North Carolina Corporation, with its principal office in Charlotte, North Carolina, hereinafter called "Operator", operator of the Cornstalk Solar Facility, hereinafter called the "Facility":

**RECITALS**

WHEREAS, the North Carolina Utilities Commission has adopted a rate schedule described in this Agreement below as **Schedule 19-FP** applicable to Qualifying Facilities (or "QF" as that term is defined in 18 C.F.R. § 292) which can provide Contracted Capacity (a) up to 5000 kW from a hydroelectric generating facility, (b) up to 5000 kW from a generating facility fueled by trash or methane derived from landfills, hog waste, poultry waste, solar, wind or non-animal forms of biomass, or (c) up to 3000 kW for all other QFs; and

WHEREAS, the parties hereto wish to contract for the sale of electrical output from such a QF to be operated by Operator,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto contract and agree with each other as follows:

**Article 1: Parties' Purchase and Sale Obligations**

Dominion North Carolina Power or its agent, assignee, or successor will purchase from Operator all of the electrical output (energy and Contracted Capacity) made available for sale from the Facility on an excess sale arrangement. In addition, Operator has elected to contract under the FP Method for determining the Company's avoided cost as described more fully in Exhibit C. Operator elects to operate the Facility in the Mode of Operation as specified in Section IV.C Firm Mode of Operation of Schedule 19-FP. The Facility is located in Dominion North Carolina Power's retail service area in Northampton County, North Carolina.

**Article 2: Term and Commercial Operations Date**

This Agreement shall commence on the Effective Date and shall continue in effect for a period of 15 years from the Commercial Operations Date ("COD"). The COD shall be the first date that all of the following conditions have been satisfied:

- a) The Facility has been permanently constructed, synchronized with and has delivered electrical output to the

Dominion North Carolina Power system and such action has been witnessed by an authorized Dominion North Carolina Power employee;

- b) After completion of item a) above, Dominion North Carolina Power has received written notice from Operator specifying the Commercial Operations Date and certifying that the Facility is ready to begin commercial operations as a Qualifying Facility;
- c) Operator and Dominion North Carolina Power (or the PJM Interconnection, LLC or other operator of the Dominion North Carolina Power transmission system, as applicable) have executed an Interconnection Agreement to be included herewith as Exhibit A;
- d) Operator has provided to Dominion North Carolina Power Qualifying Facility Certification to be included herewith as Exhibit E; and
- e) Operator either has received from the North Carolina Utilities Commission a Certificate of Public Convenience and Necessity or has filed the notice required by G.S. 62-110.1(g) and Commission Rule 8-65 and is not legally required to obtain such a certificate for the construction and operation of the Facility.

For contract terms of 10 years or more, this Agreement may be renewed at the option of Dominion North Carolina Power on substantially the same terms and conditions and at a rate either (1) mutually agreed upon by the parties negotiating in good faith and taking into consideration Dominion North Carolina Power's then avoided cost rates and other relevant factors or (2) set by arbitration.

### **Article 3: Contracted Capacity**

The Facility, consisting of PV solar generators, will have a combined nameplate rating of approximately 5000 kW ac. The Facility's Contracted Capacity shall be 5000 kW ac net to Company.

### **Article 4: Attachments**

The following documents are attached hereto and are made a part hereof:

- Exhibit A: Executed Interconnection Agreement (attached for information but not as a part of this Agreement)

- Exhibit B: General Terms and Conditions
- Exhibit C: Schedule 19-FP, Power Purchases from Cogeneration and Small Power Production Qualifying Facilities and applicable to the QF who chooses the FP Method (effective March 28, 2014 (as revised on October 30, 2014), sometimes referred to as "Schedule 19-FP" herein)
- Exhibit D: Map and related written description identifying the specific location of the Facility in the City or County designated in ARTICLE 1
- Exhibit E: "Qualifying Facility" Certification (if Facility is less than 1 MW, Owner submission that the Facility qualifies as a Qualifying Facility (QF) under federal law)
- Exhibit F: Certificate of Public Convenience and Necessity or evidence that no such certificate was required under North Carolina law in the form of a report of proposed construction to the Commission pursuant to Commission Rule 8-65.

#### **Article 5: Price**

Payments for all energy and Contracted Capacity purchased hereunder shall be determined by the provisions for payments in Schedule 19-FP included herewith as Exhibit C and pursuant to Operator elections within such Schedule 19-FP, if any, as stated in Article 1 hereof. Payments for all energy and Contracted Capacity purchased hereunder shall be on a cents per kilowatt-hour basis.

If Operator elects the Firm Mode of Operation, then for the term of this Agreement Operator shall be paid for firm energy, in accordance with Schedule 19 – FP, effective for usage on March 28, 2014 (as revised on October 30, 2014), the 15-year Fixed Long-Term Rate as provided for at Section VI.B of Schedule 19-FP. Payments for firm energy will begin on the Commercial Operations Date. All energy delivered per hour above the Contracted Capacity up to 105% of the Contracted Capacity shall be considered non-firm and be paid for at the applicable non-firm rate pursuant to Section V of Schedule 19-FP. No payment shall be made for energy delivered above 105% of the Contracted Capacity. All energy delivered prior to the Commercial Operations Date shall be considered non-firm and paid at the non-firm energy rate. In all cases, such non-firm energy rates will be those in the Schedule 19-FP in effect at the time such energy is delivered.

If Operator elects the Firm Mode of Operation, specified in Section IV.C of Schedule 19-FP, Operator shall be paid for Contracted Capacity on a cents per kilowatt-hour basis as specified in Schedule 19-FP, Section VII. Operator shall not be paid for capacity above the Contracted Capacity level in any hour during which the generation exceeds the Contracted Capacity level specified in Article 3.

## **Article 6: Reserved**

## **Article 7: Operator's Pre-COD Obligations**

After execution of this Agreement and until the Commercial Operations Date, Operator shall prepare a quarterly status report for Dominion North Carolina Power showing the current progress on completing the project. This status report shall be delivered to Dominion North Carolina Power on or before the following dates each year, January 15, April 15, July 15, and October 15. Such status report shall discuss the progress of the project in a format which is acceptable to Dominion North Carolina Power.

The Facility will be considered to have commenced construction on the first day upon which all of the following have occurred: (1) the issuance by Operator to its construction contractor for the Facility of a written unconditional Notice-to-Proceed; (2) the mobilization of major construction equipment and construction facilities on the Facility site; and (3) the commencement of major structural excavation and structural concrete work relating to a major component of the Facility such as the power island consistent with having commenced a continuous process of construction relating to the Facility. Dominion North Carolina Power shall have no obligation to accept a declaration of Commercial Operations prior to April 1, 2015. The anticipated Commercial Operations Date is October 1, 2015.

## **Article 8: Default and Early Termination**

Operator and Dominion North Carolina Power agree that any of the following will be a material breach by the Operator of this Agreement and shall result in Dominion North Carolina Power having the right to immediate cancellation, without a cure period, of this Agreement: (i) failure to commence construction of the Facility, as defined in Article 7 above, by February 21, 2016 and provide Dominion North Carolina Power with written notice thereof, (ii) failure to achieve Commercial Operations Date within thirty months of February 21, 2014; provided, however, an Operator may be allowed additional time to begin deliveries of power to the Company if the QF facilities in question are nearly complete at the end of such thirty month period and the QF is able to demonstrate that it is making a good faith effort to complete its project in a timely manner, (iii) failure to provide two (2) consecutive status reports pursuant to Article 7 above, (iv) delivery or supply of electrical output to any entity other than Dominion North Carolina Power or its agent, assignee or successor, (v) failure to meet those requirements necessary to maintain Qualifying Facility status, (vi) failure at any time following COD to have in effect a valid Interconnection Agreement with Dominion North Carolina Power (or its successor as operator of the Dominion North Carolina transmission system), (vii) failure to generate and deliver power from the Facility to Dominion North Carolina Power for more than 180 consecutive days, at any time after the Commercial Operations Date, or (viii) failure to maintain QF certification. In the event Operator fails to perform in any way, materially or non-materially, any other obligations not specifically listed above, Operator shall be given notice and

thirty (30) days to cure such non-performance. Notwithstanding any cure period, Dominion North Carolina Power shall not be obligated to purchase any energy or Contract Capacity under this Agreement while any such breach remains uncured. If Operator fails to cure its non-performance within thirty (30) days of Dominion North Carolina Power's notice, Dominion North Carolina Power shall have the right to cancel this Agreement. Operator agrees that if this Agreement is canceled by Dominion North Carolina Power for Operator's non-performance prior to the end of the initial term of this Agreement, then, Dominion North Carolina Power shall have all rights and remedies available at law or in equity.

#### **Article 9: Representations and Warranties**

Operator represents and warrants that it has the right to operate the Facility in accordance with the terms of this Agreement. Operator further represents and warrants that all permits, approvals, and/or licenses necessary for the operation of the Facility will be obtained prior to the Commercial Operations Date and shall be maintained throughout the Term of this Agreement. Operator shall, provide such documentation and evidence of such right, permits, approvals and/or licenses as Dominion North Carolina Power may reasonably request, including without limitation air permits, leases and/or purchase agreements.

#### **Article 10: Notices and Payments**

All correspondence and payments concerning this Agreement shall be to the addresses below. Either Party may change the address by providing written notice to the other Party.

**OPERATOR:**

Cornstalk Solar LLC  
7804-C  
Fairview Rd #257  
Charlotte, NC 28226  
Interconnection@geenexsolar.com

**DOMINION NORTH CAROLINA POWER:**

Virginia Electric and Power Company  
Power Contracts (3SE)  
5000 Dominion Boulevard  
Glen Allen, Virginia 23060-6711

#### **Article 11: Integration of Entirety of Agreement**

This Agreement is intended by the Parties as the final expression of their Agreement and is intended also as a complete and exclusive statement of the terms of their Agreement with respect to the purchase and sale of electrical output generated by the Facility. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are hereby abrogated and withdrawn.

IN WITNESS WHEREOF, the Parties hereto have caused their names to appear below, signed by authorized representatives as of the date first shown above.

Cornstalk Solar LLC

By: *G. Veit*

Title: *Manager*

Date: *11/20/2015*

VIRGINIA ELECTRIC AND POWER COMPANY

By: *Mark S. Appel*

Title: *Dir - Pwr Gen Reg Ops*

Date: *2/10/2015*

EXHIBIT A  
GENERATOR INTERCONNECTION GUIDANCE AND AGREEMENT

Dominion North Carolina Power's procedures for generator interconnection are available through the Internet at the Company's website with draft interconnection agreements for non-FERC jurisdictional generators (as approved by the NCUC included as Attachments 1, 2 and 3 thereto). For FERC jurisdictional generators interconnection shall be in accordance with FERC and PJM requirements.

The specific Internet address for these procedures is <https://www.dom.com/dominion-north-carolina-power/customer-service/rates-and-tariffs/pdf/term24.pdf>. The Internet site contains links to the Generator Interconnection Procedures along with the Generator Interconnection Request Form. Once an Interconnection Agreement is executed it will be included herewith as part of this Exhibit A.

EXHIBIT B  
General Terms and Conditions

I - Assignments

Operator agrees not to assign this Agreement without the prior written consent of Dominion North Carolina Power. Dominion North Carolina Power may withhold such consent if it determines, in its sole discretion, that such assignment would not be in the best interests of Dominion North Carolina Power or its customers. Any attempted assignment that Dominion North Carolina Power has not approved in writing shall be null and void and ineffective for all purposes. In the event of assignment by Operator, Operator shall pay Company within thirty (30) days of the effective date of the assignment an amount equal to the actual costs incurred by Company in connection with such assignment up to a maximum amount of \$10,000 per assignment; provided, however, assignment of this Agreement by Operator in connection with an initial financing arrangement which is finalized and for which consent of Company is requested within nine months of the Effective Date of this Agreement shall not be subject to the payment requirement provided herein.

II - Indemnity

Operator shall indemnify and save harmless and, if requested by Dominion North Carolina Power, defend Dominion North Carolina Power, its officers, directors and employees from and against any and all losses and claims or demands for damages to real property or tangible personal property (including the property of Dominion North Carolina Power) and injury or death to persons arising out of, resulting from, or in any manner caused by the presence, operation or maintenance of any part of Operator's Facility; provided, however, that nothing herein shall be construed as requiring Operator to indemnify Dominion North Carolina Power for any injuries, deaths or damages caused by the sole negligence of Dominion North Carolina Power. Operator agrees to provide Dominion North Carolina Power written evidence of liability insurance coverage, which is specifically and solely for the Facility, prior to the operation of the Facility. Operator agrees to have Dominion North Carolina Power named as an additional insured, and shall keep such coverage current throughout the term of this Agreement.

III - QF Certification

Operator represents and warrants that its Facility meets the Qualifying Facility requirements established as of the Effective Date of this Agreement by the Federal Energy Regulatory Commission's rules (18 Code of Federal Regulations Part 292), and that it will continue to meet those requirements necessary to remain a Qualifying Facility throughout the term of this Agreement. [Dominion North Carolina Power may require "FERC" QF Certification by adding the following: "Operator agrees to obtain, at Operator's expense, a certification as a "QF" from the Federal Energy Regulatory Commission, in accordance with 18 C.F.R. § 292.207 (b)."] Operator agrees to provide copies, at the time of submittal, of all correspondence and filings with the Federal Energy Regulatory Commission relating to obtaining certification of the

Facility as a "QF". Operator will submit prior to delivery of electrical output from the Facility to Dominion North Carolina Power evidence of Qualifying Facility certification. After the Commercial Operations Date, if requested by Dominion North Carolina Power prior to March 1 of any year, Operator agrees to provide July 1 of the same year to Dominion North Carolina Power for the preceding year sufficient for Dominion North Carolina Power to determine the Operator's continuing compliance with its QF requirements, including but not limited to:

- (a) All information required by FERC Form 556.
- (b) Copy of the Facility's QF Certification and any subsequent revisions or amendments,
- (c) Provide a copy of any contract executed with a thermal host.
- (d) Identification of the amount of each type of fuel used per month and average heating value for each type of fuel, which will be used to determine the Total Energy Input. These values should be verifiable by auditing supporting documentation.
- (e) Identification of each of the QF's useful thermal output(s) for each month, including temperature, pressure, amount of thermal output delivered, temperature and amount of condensate returned (if applicable) and the conversion to Btus. These values should be verifiable by auditing supporting documentation.
- (f) Identification of the QF's useful power output for each month. These values should be verifiable by auditing supporting documentation.
- (g) Provide drawings, heat balance diagrams and a sufficiently detailed narrative describing the delivery of useful thermal output including the location, description, and calibration data for all metering equipment used for QF calculations.
- (h) Provide any other information which the QF believes will facilitate Dominion North Carolina Power's monitoring of the QF requirements.
- (i) Dominion North Carolina Power may request additional information, as needed, to monitor the QF requirements.

#### IV - Consequential Damages

In no event shall either Party be liable to the other for any special, indirect, incidental or consequential damages whatsoever, except that the foregoing shall not apply to any promises of indemnity or obligations to reimburse the Parties expressly set forth in this Agreement.

#### V - Amendments, Waivers, Severability and Headings

This Agreement, including the appendices thereto, can be amended only by agreement between the Parties in writing. The failure of either Party to insist in any one or more instances upon strict performance of any provisions of this Agreement, or to take advantage of any of its rights hereunder, shall not be construed as a waiver of any such provisions or the relinquishment of any such right or any other right hereunder. In the event any provision of this Agreement, or any part or portion thereof, shall be held to be invalid, void or otherwise unenforceable, the obligations of the Parties shall be deemed to be reduced only as much as may be required to remove the impediment. The headings contained in this Agreement are used solely for convenience and do not constitute a part of the Agreement between the Parties hereto, nor should they be used to aid in any manner in the construction of this Agreement.

#### VI - Compliance with Laws

Operator covenants that it shall comply with all applicable provisions of Executive Order 11246, as amended; § 503 of the Rehabilitation Act of 1973, as amended; § 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and implementing regulations set forth in 41 C.F.R. §§ 60.1, 60-250, and 60-741 and the applicable provisions relating to the utilization of small minority business concerns as set forth in 15 U.S.C. § 637, as amended. Operator agrees that the equal opportunity clause set forth in 41 C.F.R. § 60-1.4 and the equal opportunity clauses set forth in 41 C.F.R. § 250.5 and 41 C.F.R. 60-§741.5 and the clauses relating to the utilization of small and minority business concerns set forth in 15 U.S.C. § 637(d)(3) and 48 C.F.R. § 52-219.9 are hereby incorporated by reference and made a part of this Agreement. If this Agreement has a value of more than \$500,000, Operator shall adopt and comply with a small business and small disadvantaged business subcontracting plan which shall conform to the requirements set forth in 15 U.S.C. § 637(d)(6). The provisions of this section shall apply to Operator only to the extent that:

- (a) such provisions are required of Operator under existing law,
- (b) Operator is not otherwise exempt from said provisions and
- (c) Compliance with said provisions is consistent with and not violative of 42 U.S.C. § 2000 et seq., 42 U.S.C. § 1981 et seq., or other acts of Congress.

#### VII - Interconnection and Operation

Operator shall be responsible for the design, installation, and operation of its Facility. Operator shall be responsible for obtaining an Interconnection Agreement. Interconnection guidelines and agreement requirements are set forth in Exhibit A of this Agreement.

Operator shall: (a) maintain the Facility and the Interconnection Facilities on Operator's side of the Interconnection Point, except Dominion North Carolina Power-owned Interconnection Facilities, in conformance with all applicable laws and regulations and in accordance with operating procedures; (b) obtain any governmental authorizations and permits

required for the construction and operation thereof and keep all such permits and authorizations current and in effect; and (c) manage the Facility in a safe and prudent manner. If at any time Operator does not hold such authorizations and permits, Dominion North Carolina Power may refuse to accept deliveries of power hereunder.

Dominion North Carolina Power may enter Operator's premises (a) to inspect Operator's protective devices at any reasonable time; (b) to read or test meters and metering equipment; and (c) to disconnect, without notice, the Facility if, in Dominion North Carolina Power's opinion, a hazardous condition exists and such immediate action is necessary to protect persons, or Dominion North Carolina Power facilities or other customers' facilities from damage or interference caused by Operator's Facility or lack of properly operating protective devices. Dominion North Carolina Power will endeavor to notify Operator as quickly as practicable if disconnection occurs as provided in (c) above. Any inspection of Operator's protective devices shall not impose on Dominion North Carolina Power any liabilities with respect to the operation, safety or maintenance of such devices.

Operator shall not operate the Facility in parallel with Dominion North Carolina Power's system prior to (a) an inspection of the installed Interconnection Facilities by an authorized Dominion North Carolina Power representative and (b) receiving written authorization from an authorized Dominion North Carolina Power representative to begin parallel operation.

#### VIII - Metering

Dominion North Carolina Power will meter all electrical output delivered from the Facility on the high voltage side of the step up transformer.

Operator agrees to pay an administrative charge to Dominion North Carolina Power to reflect all reasonable costs incurred by Dominion North Carolina Power for meter reading and billing, also referred to as metering charges. The monthly meter reading and billing charge shall change from time to time when the NCUC approves a different charge in Schedule 19-FP.

In addition, Operator agrees to pay any fees required to provide and maintain leased telephone lines required for meter reading by Dominion North Carolina Power.

#### IX - Billing and Payment

Dominion North Carolina Power shall read the meter in accordance with its normal meter reading schedule. Within twenty-eight (28) days thereafter, Dominion North Carolina Power shall send Operator payment for energy and Contracted Capacity delivered. At Dominion North Carolina Power's option, (i) Dominion North Carolina Power may make such payments net of the monthly metering charges, Interconnection Facilities charges, and charges for sales of electricity to the Operator, or (ii) Dominion North Carolina Power may invoice Operator for such charges separately. Payment by Dominion North Carolina Power shall include verification showing the billing month's ending meter reading, on-peak and off-peak kWh, and the amount paid. If in any month the monthly metering and Interconnection Facilities charges are in excess

of any payments due Operator, Dominion North Carolina Power shall bill Operator for the difference and Operator shall make such payment within 28 days of the invoice date. Failure by Operator to make such payments may result in disconnection of the Facility. In no event shall such disconnection relieve Operator of its obligation to pay monthly metering charges and Interconnection Facilities charges under this Agreement.

In the event that any data required for billing purposes hereunder are unavailable when required for such billing, the unavailable data shall be estimated by Dominion North Carolina Power, based upon historical data. Such billing shall be subject to any required adjustment in a subsequent billing month.

Operator agrees that Dominion North Carolina Power shall be entitled to withhold sufficient amounts due pursuant to this Agreement to offset (a) any damages to Dominion North Carolina Power resulting from any breach of this Agreement by Operator, and (b) any other amounts Operator owes Dominion North Carolina Power, including amounts arising from sales of electricity by Dominion North Carolina Power to Operator, metering charges and Interconnection Facilities charges.

In no event shall Dominion North Carolina Power be liable to Operator for any Contracted Capacity payments in excess of the amounts contracted for herein, regardless of the ultimate length of this Agreement or revisions to Schedule 19-FP or successor schedules. Operator hereby agrees to accept the Contracted Capacity payments as set forth herein as its sole and complete compensation for delivery of Contracted Capacity to Dominion North Carolina Power.

#### X - Force Majeure

Neither Party shall be considered in default under this Agreement or responsible to the other Party in tort, strict liability, contract or other legal theory for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service or any other failure to perform any of its obligations hereunder to the extent such failure occurs without fault or negligence on the part of that Party and is caused by factors beyond that Party's reasonable control, which by the exercise of reasonable diligence that Party is unable to prevent, avoid, mitigate or overcome, including without limitation storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or public enemy, action or inaction of a court or public authority, fire, sabotage, war, explosion, curtailments, unscheduled withdrawal of facilities from operation for maintenance or repair or any other cause of similar nature beyond the reasonable control of that Party (any such event, "Force Majeure"). Solely economic hardship of either Party shall not constitute Force Majeure under this Agreement. Nor shall anything contained in this paragraph or elsewhere in this Agreement excuse Operator or Dominion North Carolina Power from strict compliance with the obligation of the Parties to comply with the terms of Article IX of this Exhibit B relating to timely payments.

Each Party shall have the obligation to operate in accordance with Good Utility Practice (as defined below) at all times and to use due diligence to overcome and remove any cause of failure to perform.

If a Party relies on the occurrence of an event of Force Majeure described above as a basis for being excused from performance of its obligations under this Agreement, then the Party relying on the Force Majeure event shall:

- a) Provide within forty-eight (48) hours written notice of such Force Majeure event or potential Force Majeure to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations hereunder;
- b) Exercise all reasonable efforts to continue to perform its obligations under this Agreement;
- c) Expeditiously take action to correct or cure the Force Majeure event excusing performance; provided, however, that settlement of strikes or other labor disputes will be completely within the sole discretion of the Party affected by such strike or labor dispute;
- d) Exercise all reasonable efforts to mitigate or limit damages to the other Party; and
- e) Provide prompt notice to the other Party of the cessation of the Force Majeure event giving rise to its excuse from performance. All performance obligations hereunder shall be extended by a period equal to the term of the resultant delay.

If a Party responding to a Force Majeure event has the ability to obtain, for additional expenditures, expedited material deliveries or labor production which would allow a response to the event in a manner that is above and beyond Good Utility Practice, and such a response could shorten the duration of the Force Majeure event, the Party responding to the event may, at its discretion, present the other Party with the option of funding the expenditures for expediting material deliveries or labor production in an effort to reduce the duration of the event and economic hardship. Each such opportunity will be negotiated on a case-by-case basis by the Parties.

For purposes of this Agreement, "Good Utility Practice" shall mean any of the applicable practices, methods, standards, guides or acts: required by any governmental authority, regional or national reliability council, or national trade organization, including NERC, SERC, or the successor of any of them, as they may be amended from time to time whether or not the Party whose conduct is at issue is a member thereof; otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period which in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, good business practices, generation, transmission and distribution reliability, safety, environmental protection, economy and expediency. Good Utility Practice is intended to be acceptable practices, methods, or acts generally accepted in the region,

or any other acts or practices as are reasonably necessary to maintain the reliability of the Transmission System (as defined in the Interconnection Agreement), or of the Facility, and is not intended to be limited to the optimum practices, methods, or acts to the exclusion of all others.

EXHIBIT C

Exhibit C is a copy of Schedule 19-FP.

## EXHIBIT D

Exhibit D is a map and written description identifying the specific location of the Facility and is provided by the Operator.

## EXHIBIT E

Exhibit E is the "Qualifying Facility" Certification to be provided by the Operator.

#### EXHIBIT F

Exhibit F is the Certificate of Public Convenience and Necessity to be provided by the Operator or evidence that no such certificate is required under North Carolina law in the form of a report of proposed construction to the Commission pursuant to Commission Rule 8-65.

Schedule 19 - FP  
POWER PURCHASES FROM  
COGENERATION AND SMALL POWER PRODUCTION  
QUALIFYING FACILITIES

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I. APPLICABILITY AND AVAILABILITY

This schedule is applicable to any qualifying Cogenerator or Small Power Producer (Qualifying Facility) which desires to deliver all of its net electrical output to the Company, has either (1) generating facilities designated as new capacity as defined by 18 C.F.R. § 292.304(b)(1), or (2) hydroelectric generating facilities that meet the criteria of being owned or operated by a small power producer as defined in G.S. 62-3(27a), and enters into an agreement for the sale of net electrical output to the Company (Agreement).

Unless otherwise provided by a Commission order setting forth different availability dates, this schedule is available to any Qualifying Facility (otherwise eligible pursuant to the terms hereof) that by November 1, 2014 or the date upon which proposed rates are filed in Docket No. E-100 Sub 140, if later than November 1, 2014, (a) has obtained a certificate of public convenience and necessity for its facility from the Commission or filed a report of proposed construction with the Commission pursuant to Commission Rule 8-65, and (b) has indicated to the Company in writing that it is committed to selling the output of the facility to the Company pursuant to the terms of this schedule.

Where the Qualifying Facility (QF) elects to be compensated for firm deliveries in accordance with this schedule, the amount of capacity under contract and the initial term of contract shall be limited as follows:

- A. Where the QF operates hydroelectric generating facilities that meet the criteria of being owned or operated by a small power producer as defined in G.S. 62-3(27a), or where the QF operates non-hydroelectric QFs fueled by trash or methane derived from landfills, hog waste, poultry waste, solar, wind, and non-animal forms of biomass, the amount of capacity subject to compensation shall be no greater than 5,000 kW, and the amount of energy purchased during a given hour at rates applicable to firm deliveries shall be no greater than 5,000 kWh. The initial term of contract for such a QF shall be for a period of 5, 10, or 15 years, at the option of the QF.
- B. Where the QF is not defined under Paragraph I.A., the amount of capacity subject to compensation shall be no greater than 3,000 kW, and the amount of energy purchased during a given hour at rates applicable to firm deliveries shall be no greater than 3,000 kWh. The initial term of contract for such a QF shall be for a period of 5 years.

(Continued)

Filed 10-30-14  
Electric-North Carolina

Amending Filing Effective For Usage On and After  
03-28-14. This Filing Effective For Usage On and  
After 03-28-14.

## Virginia Electric and Power Company

Schedule 19 - FP  
POWER PURCHASES FROM  
COGENERATION AND SMALL POWER PRODUCTION  
QUALIFYING FACILITIES

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(Continued)

I. APPLICABILITY AND AVAILABILITY (Continued)

Where the QF elects to be compensated for firm or non-firm deliveries in accordance with this schedule, the QF must begin deliveries to the Company within thirty months of February 21, 2014 to retain eligibility for the rates contained in this schedule; provided, however, a QF may be allowed additional time to begin deliveries of power to the Company if the QF facilities in question are nearly complete at the end of such thirty month period and the QF is able to demonstrate that it is making a good faith effort to complete its project in a timely manner. Where the QF elects an initial contract term of 10 or more years, such contract may be renewed for subsequent term(s), at the Company's option, based 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.

This schedule is not applicable to a QF owned by a developer, or affiliate of a developer, who sells power to the Company from another facility located within one-half mile unless: (1) each facility provides thermal energy to different, unaffiliated hosts; (2) each facility provides thermal energy to the same host, and the host has multiple operations with distinctly different or separate thermal needs; or (3) each facility utilizes a renewable resource which may be subject to geographic siting limitations, such as hydroelectric, solar, or wind power facilities.

II. MONTHLY BILLING TO THE QF

All sales to the QF will be in accordance with any applicable filed rate schedule. In addition, where the QF contracts for sales to the Company, the QF will be billed a monthly charge equal to one of the following to cover the cost of meter reading and processing:

(Continued)

Filed 10-30-14  
Electric-North Carolina

Amending Filing Effective For Usage On and After  
03-28-14. This Filing Effective For Usage On and  
After 03-28-14.

Virginia Electric and Power Company

Schedule 19 - FP  
POWER PURCHASES FROM  
COGENERATION AND SMALL POWER PRODUCTION  
QUALIFYING FACILITIES

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(Continued)

II. MONTHLY BILLING TO THE QF (Continued)

<u>Metering required</u>	<u>Charge</u>
One non-time-differentiated meter	\$17.24
One time-differentiated meter	\$35.55
Two time-differentiated meters	\$41.16

III. DEFINITION OF ON- AND OFF-PEAK HOURS

A. For Option A Rates the On-Peak Hours are:

Summer

- (i) For the periods beginning at 12:00 midnight March 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 10:00 am and 10:00 pm., Monday through Friday, excluding holidays considered as off-peak.

Non-Summer

- (ii) For the periods beginning at 12:00 midnight September 30 and ending at 12:00 midnight March 31:

The on-peak hours are defined as those hours between 6:00 am and 1:00 pm., plus 4:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered as off-peak.

(Continued)

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Electric-North Carolina

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03-28-14. This Filing Effective For Usage On and  
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(Continued)

III. DEFINITION OF ON- AND OFF-PEAK HOURS (Continued)

B. For Option B Rates the On-Peak Hours are:

Summer

- (i) For the periods beginning at 12:00 midnight May 31 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 1:00 pm and 9:00 pm., Monday through Friday, excluding holidays considered as off-peak.

Non-Summer

- (ii) For the periods beginning at 12:00 midnight September 30 and ending at 12:00 midnight May 31:

The on-peak hours are defined as those hours between 6:00 am and 1:00 pm. Monday through Friday, excluding holidays considered as off-peak.

C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours. All hours for the following holidays will be considered as off-peak: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When one of the above holidays falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

(Continued)

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(Continued)

## IV. CONTRACT OPTIONS FOR DESIGNATING MODE OF OPERATION

The QF shall designate under contract its Mode of Operation from the following options, each of which determines the Company's method of payment.

- A. The QF may contract for the delivery of energy to the Company without reimbursement, designated as the Non-reimbursement Mode of Operation; or,
- B. The QF may contract for the delivery of non-firm energy to the Company (no payment for capacity). This option includes QFs that elect to contract to deliver non-firm energy to the Company on an as-available basis. Where the QF's generation facilities have an aggregate nameplate rating of 100 kW or less the QF may designate the Non-firm, Non-time-differentiated Mode of Operation. Regardless of nameplate rating the QF may designate the Non-firm, Time-differentiated Mode of Operation.
- C. The QF may contract for the delivery of firm energy and capacity to the Company. The level of capacity which the QF contracts to sell to the Company shall not exceed 5,000 kW, where the QF is defined under Paragraph I.A., or 3,000 kW otherwise. This capacity level, in kW, shall be referred to as the Contracted Capacity. When the QF elects to sell firm energy and capacity, the QF shall designate the Firm Mode of Operation.

## V. PAYMENT FOR COMPANY PURCHASES OF NON-FIRM ENERGY

The QF may contract to receive payment for energy at rates to be determined with each revision of this schedule. These rates will be based upon the QF's Mode of Operation as described below. There are no capacity payments for the QFs that contract for non-firm energy.

(Continued)

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(Continued)

V. PAYMENT FOR COMPANY PURCHASES OF NON-FIRM ENERGY  
(Continued)

- A. Non-reimbursement Mode of Operation. Where the QF designates the Non-Reimbursement Mode of Operation, no payment will be made for energy delivered.
- B. Non-time-differentiated Mode of Operation. Where the QF's generation facilities have an aggregate nameplate rating of 100 kW or less and the QF designates the Non-Firm, Non-time-differentiated Mode of Operation, the following rates in cents per kWh are applicable:

3.843

- C. Time-differentiated Mode of Operation. Where the QF designates the Time-differentiated Mode of Operation, the following On- and Off-peak rates in cents per kWh are applicable:

On-peak	4.541
Off-peak	3.455

All energy purchase rates will be further increased by 3.0% to account for line losses avoided by the Company, except that upon the effective date of any Schedule 19 that is subsequently amended and approved by the Commission, the line loss percentage applied shall be the percentage stated in the then-current Schedule 19. In lieu of 3.0% or the line loss percentage stated in the then-current Schedule 19, the QF may request that a site specific line loss percentage be determined with the QF bearing the cost of the study required.

(Continued)

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(Continued)

## VI. PAYMENT FOR COMPANY PURCHASES OF FIRM ENERGY

QFs designating the Firm Mode of Operation will be eligible to receive purchase payments for the delivery of firm energy by the QF to the Company. The QF may contract to receive payments for firm energy based on A or B, below. Contract terms for 10 or 15 years are available only where the QF is defined under Paragraph I.A.

The QF may contract to receive payment for firm time-differentiated energy at rates to be determined with each revision of this schedule (Variable Rate). These rates in cents per kWh, which reflect the Company's estimated avoided energy cost for delivery of firm energy during 2013 or 2014, are as shown in the price tables below:

- A. Option A: The QF may contract to receive energy purchase payments for the delivery of firm energy based upon fixed prices, as shown below in cents per kWh:

		<u>Fixed Long-Term Rate</u>		
	<u>Variable Rate</u>	<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak (¢/kWh)	4.541	5.055	5.526	5.813
Off-Peak (¢/kWh)	3.455	3.964	4.388	4.661

- B. Option B: The QF may contract to receive energy purchase payments for the delivery of firm energy based upon fixed prices, as shown below in cents per kWh:

(Continued)

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(Continued)

VI. PAYMENT FOR COMPANY PURCHASES OF FIRM ENERGY (Continued)

		<u>Fixed Long-Term Rate</u>		
	<u>Variable Rate</u>	<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak (¢/kWh)	4.663	5.194	5.675	5.962
Off-Peak (¢/kWh)	3.614	4.119	4.549	4.824

Any energy delivered above 100% up to 105% of QF's Contracted Capacity in any hour will be purchased at the then applicable non-firm energy rates under Schedule 19-FP. There will be no reimbursement for any energy delivered above 105% of QF's Contracted Capacity.

All energy purchase rates will be further increased by 3.0% to account for line losses avoided by the Company, except upon the effective date of any Schedule 19 that is subsequently amended and approved by the Commission, the line loss percentage applied shall be the percentage stated in the then-current Schedule 19. In lieu of 3.0% or the line loss percentage stated in the then-current Schedule 19, the QF may request that a site specific line loss percentage be determined with the QF bearing the cost of the study required.

VII. PAYMENT FOR COMPANY PURCHASES OF CAPACITY

Company purchases of capacity are applicable only where the QF elects the Firm Mode of Operation. Capacity payments are applicable during on-peak hours only. Such QFs shall receive capacity purchase payments based on the applicable levelized capacity purchase price below, in cents per kWh, corresponding to the contract length in years. Contract terms for 10 or 15 years are available only where the QF is defined under Paragraph I.A.

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(Continued)

## VII. PAYMENT FOR COMPANY PURCHASES OF CAPACITY (Continued)

**Option A:**

For hydroelectric facilities with no storage capability and no other type of generation:

	<u>Capacity Price</u>		
	<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak (¢/kWh) Summer	5.895	6.095	6.263
On-Peak (¢/kWh) Non-summer	3.930	4.063	4.175

For all other facilities:

	<u>Capacity Price</u>		
	<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak (¢/kWh) Summer	3.537	3.657	3.758
On-Peak (¢/kWh) Non-summer	2.358	2.438	2.505

**Option B:**

For hydroelectric facilities with no storage capability and no other type of generation:

	<u>Capacity Price</u>		
	<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak (¢/kWh) Summer	13.524	13.982	14.368
On-Peak (¢/kWh) Non-summer	5.214	5.390	5.539

For all other facilities:

	<u>Capacity Price</u>		
	<u>5-Year</u>	<u>10-Year</u>	<u>15-Year</u>
On-Peak (¢/kWh) Summer	8.115	8.389	8.621
On-Peak (¢/kWh) Non-summer	3.128	3.234	3.323

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(Continued)

VII. PAYMENT FOR COMPANY PURCHASES OF CAPACITY (Continued)

Payments will be made to the QF by applying the appropriate levelized capacity purchase price above to all kWh delivered to the Company during each on-peak hour, up to the 100% of the Contracted Capacity in such hour. There will be no compensation for capacity in excess of the QF's Contracted Capacity in an hour. This capacity price will be in accordance with the length of rate term for capacity sales so established in the contract.

VIII. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION

- A. The QF shall own and be fully responsible for the costs and performance of the QF's:
  - 1. Generating facility in accordance with all applicable laws and governmental agencies having jurisdiction;
  - 2. Control and protective devices as required by the Company on the QF's side of the meter.
- B. The sale of power to the Company by a QF at avoided cost rates pursuant to this Schedule 19-FP does not convey ownership to the Company of the renewable energy credits or green tags associated with the QF facility.
- C. Upon request by the Company, the Cogenerator or Small Power Producer must demonstrate that the facility is a Qualifying Facility as defined by PURPA.
- D. Interconnection procedures for the QF's generation interconnection are provided through the Internet at the Company's website;  
<http://www.dom.com/dominion-north-carolina-power/customer-service/rates-and-tariffs/pdf/term24.pdf>.

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(Continued)

IX. MODIFICATION OF RATES AND OTHER PROVISIONS HEREUNDER

The provisions of this schedule, including the rates for purchase of energy and Contracted Capacity by the Company, are subject to modification at any time in the manner prescribed by law, and when so modified, shall supersede the rates and provisions hereof. However, payments to QFs with contracts for a specified term at payments established at the time the obligation is incurred shall remain at the payment levels established in their contract with the exception of the line loss percentage applied which shall be the percentage stated in the then-current Schedule 19.

If the QF terminates its contract to provide Contracted Capacity and energy to the Company prior to the expiration of the contract term, the QF shall, in addition to other liabilities, be liable to the Company for excess capacity and energy payments.

Such excess payments will be calculated by taking the difference between (1) the total capacity and energy payments already made by the Company to the QF and (2) capacity and energy payments calculated based on the levelized capacity and energy purchase price found in Paragraph VI and VII corresponding to the highest term option completed by the QF. These excess payments shall also include interest, from the time such excess payments were made, compounded annually at the rate equal to the Company's most current issue of long-term debt at the time of the contract's effective date.

X. TERM OF CONTRACT

The term of contract shall be such as may be mutually agreed upon but for not less than one year.

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FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, DC

OMB Control # 1902-0075  
Expiration 5/31/2013

# Form 556

Certification of Qualifying Facility (QF) Status for a Small Power  
Production or Cogeneration Facility

OFFICIAL COPY

Jun 13 2014

Application Information

<b>1a</b> Full name of applicant (legal entity on whose behalf qualifying facility status is sought for this facility) Cornstalk Solar, LLC		
<b>1b</b> Applicant street address 5960 Fairview Road, Suite 400		
<b>1c</b> City Charlotte	<b>1d</b> State/province NC	
<b>1e</b> Postal code 28210	<b>1f</b> Country (if not United States)	<b>1g</b> Telephone number 408-353-0010
<b>1h</b> Has the instant facility ever previously been certified as a QF? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<b>1i</b> If yes, provide the docket number of the last known QF filing pertaining to this facility: QF - -		
<b>1j</b> Under which certification process is the applicant making this filing? <input checked="" type="checkbox"/> Notice of self-certification (see note below) <input type="checkbox"/> Application for Commission certification (requires filing fee; see "Filing Fee" section on page 3) Note: a notice of self-certification is a notice by the applicant itself that its facility complies with the requirements for QF status. A notice of self-certification does not establish a proceeding, and the Commission does not review a notice of self-certification to verify compliance. See the "What to Expect From the Commission After You File" section on page 3 for more information.		
<b>1k</b> What type(s) of QF status is the applicant seeking for its facility? (check all that apply) <input checked="" type="checkbox"/> Qualifying small power production facility status <input type="checkbox"/> Qualifying cogeneration facility status		
<b>1l</b> What is the purpose and expected effective date(s) of this filing? <input checked="" type="checkbox"/> Original certification; facility expected to be installed by 6/1/15 and to begin operation on 6/1/15 <input type="checkbox"/> Change(s) to a previously certified facility to be effective on (Identify type(s) of change(s) below, and describe change(s) in the Miscellaneous section starting on page 19) ___ Name change and/or other administrative change(s) ___ Change in ownership ___ Change(s) affecting plant equipment, fuel use, power production capacity and/or cogeneration thermal output ___ Supplement or correction to a previous filing submitted on (describe the supplement or correction in the Miscellaneous section starting on page 19)		
<b>1m</b> If any of the following three statements is true, check the box(es) that describe your situation and complete the form to the extent possible, explaining any special circumstances in the Miscellaneous section starting on page 19. <input type="checkbox"/> The instant facility complies with the Commission's QF requirements by virtue of a waiver of certain regulations previously granted by the Commission in an order dated _____ (specify any other relevant waiver orders in the Miscellaneous section starting on page 19) <input type="checkbox"/> The instant facility would comply with the Commission's QF requirements if a petition for waiver submitted concurrently with this application is granted <input type="checkbox"/> The instant facility complies with the Commission's regulations, but has special circumstances, such as the employment of unique or innovative technologies not contemplated by the structure of this form, that make the demonstration of compliance via this form difficult or impossible (describe in Misc. section starting on p. 19)		

Contact Information	2a Name of contact person Walter Putnam		2b Telephone number (704) 574-1587	
	2c Which of the following describes the contact person's relationship to the applicant? (check one) <input type="checkbox"/> Applicant (self) <input checked="" type="checkbox"/> Employee, owner or partner of applicant authorized to represent the applicant <input type="checkbox"/> Employee of a company affiliated with the applicant authorized to represent the applicant on this matter <input type="checkbox"/> Lawyer, consultant, or other representative authorized to represent the applicant on this matter			
	2d Company or organization name (if applicant is an individual, check here and skip to line 2e) Geenex Solar, LLC			
	2e Street address (if same as Applicant, check here and skip to line 3a) <input checked="" type="checkbox"/>			
Facility Identification and Location	2f City		2g State/province	
	2h Postal code	2i Country (if not United States)		
	3a Facility name Cornstalk Solar 3b Street address (if a street address does not exist for the facility, check here and skip to line 3c) NC Hwy 48 Gaston, Northampton County, NC 3c Geographic coordinates: If you indicated that no street address exists for your facility by checking the box in line 3b, then you must specify the latitude and longitude coordinates of the facility in degrees (to three decimal places). Use the following formula to convert to decimal degrees from degrees, minutes and seconds: decimal degrees = degrees + (minutes/60) + (seconds/3600). See the "Geographic Coordinates" section on page 4 for help. If you provided a street address for your facility in line 3b, then specifying the geographic coordinates below is optional. Longitude    East (+)    77.630 degrees    Latitude <input checked="" type="checkbox"/> North (+)    36.340 degrees <input checked="" type="checkbox"/> West (-)			
3d City (if unincorporated, check here and enter nearest city)   Gaston		3e State/province NC		
Transacting Utilities	3f County (or check here for independent city) Northampton		3g Country (if not United States)	
	Identify the electric utilities that are contemplated to transact with the facility.			
	4a Identify utility interconnecting with the facility Dominion North Carolina Power			
	4b Identify utilities providing wheeling service or check here if none <input checked="" type="checkbox"/>			
Transacting Utilities	4c Identify utilities purchasing the useful electric power output or check here if none Dominion North Carolina Power			
	4d Identify utilities providing supplementary power, backup power, maintenance power, and/or interruptible power service or check here if none Dominion North Carolina Power			

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Jun 13 2014

Ownership and Operation

**5a** Direct ownership as of effective date or operation date: Identify all direct owners of the facility holding at least 10 percent equity interest. For each identified owner, also (1) indicate whether that owner is an electric utility, as defined in section 3(22) of the Federal Power Act (16 U.S.C. 796(22)), or a holding company, as defined in section 1262(8) of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451(8)), and (2) for owners which are electric utilities or holding companies, provide the percentage of equity interest in the facility held by that owner. If no direct owners hold at least 10 percent equity interest in the facility, then provide the required information for the two direct owners with the largest equity interest in the facility.

Full legal names of direct owners	Electric utility or holding company		If Yes, % equity interest
	Yes	No	
1) Geenex Solar, LLC	Yes	No <input checked="" type="checkbox"/>	%
2)	Yes	No	%
3)	Yes	No	%
4)	Yes	No	%
5)	Yes	No	%
6)	Yes	No	%
7)	Yes	No	%
8)	Yes	No	%
9)	Yes	No	%
10)	Yes	No	%

☐ Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed

**5b** Upstream (i.e., indirect) ownership as of effective date or operation date: Identify all upstream (i.e., indirect) owners of the facility that both (1) hold at least 10 percent equity interest in the facility, and (2) are electric utilities, as defined in section 3(22) of the Federal Power Act (16 U.S.C. 796(22)), or holding companies, as defined in section 1262(8) of the Public Utility Holding Company Act of 2005 (42 U.S.C. 16451(8)). Also provide the percentage of equity interest in the facility held by such owners. (Note that, because upstream owners may be subsidiaries of one another, total percent equity interest reported may exceed 100 percent.)

Check here if no such upstream owners exist. ☒

Full legal names of electric utility or holding company upstream owners	% equity interest
1)	%
2)	%
3)	%
4)	%
5)	%
6)	%
7)	%
8)	%
9)	%
10)	%

Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed

**5c** Identify the facility operator

Geenox Solar, LLC

Energy Input

**6a** Describe the primary energy input: (check one main category and, if applicable, one subcategory)

- ☐ Biomass (specify)  
☐ Landfill gas  
☐ Manure digester gas  
☐ Municipal solid waste  
☐ Sewage digester gas  
☐ Wood  
☐ Other biomass (describe on page 19)  
☐ Waste (specify type below in line 6b)
- ☒ Renewable resources (specify)  
☐ Hydro power - river  
☐ Hydro power - tidal  
☐ Hydro power - wave  
☒ Solar - photovoltaic  
☐ Solar - thermal  
☐ Wind  
☐ Other renewable resource (describe on page 19)
- ☐ Geothermal  
☐ Fossil fuel (specify)  
☐ Coal (not waste)  
☐ Fuel oil/diesel  
☐ Natural gas (not waste)  
☐ Other fossil fuel (describe on page 19)  
☐ Other (describe on page 19)

**6b** If you specified "waste" as the primary energy input in line 6a, indicate the type of waste fuel used: (check one)

- ☐ Waste fuel listed in 18 C.F.R. § 292.202(b) (specify one of the following)
- ☐ Anthracite culm produced prior to July 23, 1985
  - ☐ Anthracite refuse that has an average heat content of 6,000 Btu or less per pound and has an average ash content of 45 percent or more
  - ☐ Bituminous coal refuse that has an average heat content of 9,500 Btu per pound or less and has an average ash content of 25 percent or more
  - ☐ Top or bottom subbituminous coal produced on Federal lands or on Indian lands that has been determined to be waste by the United States Department of the Interior's Bureau of Land Management (BLM) or that is located on non-Federal or non-Indian lands outside of BLM's jurisdiction, provided that the applicant shows that the latter coal is an extension of that determined by BLM to be waste
  - ☐ Coal refuse produced on Federal lands or on Indian lands that has been determined to be waste by the BLM or that is located on non-Federal or non-Indian lands outside of BLM's jurisdiction, provided that applicant shows that the latter is an extension of that determined by BLM to be waste
  - ☐ Lignite produced in association with the production of montan wax and lignite that becomes exposed as a result of such a mining operation
  - ☐ Gaseous fuels (except natural gas and synthetic gas from coal) (describe on page 19)
  - ☐ Waste natural gas from gas or oil wells (describe on page 19 how the gas meets the requirements of 18 C.F.R. § 2.400 for waste natural gas; include with your filing any materials necessary to demonstrate compliance with 18 C.F.R. § 2.400)
  - ☐ Materials that a government agency has certified for disposal by combustion (describe on page 19)
  - ☐ Heat from exothermic reactions (describe on page 19)
  - ☐ Residual heat (describe on page 19)
  - ☐ Used rubber tires
  - ☐ Plastic materials
  - ☐ Refinery off-gas
  - ☐ Petroleum coke
- ☐ Other waste energy input that has little or no commercial value and exists in the absence of the qualifying facility industry (describe in the Miscellaneous section starting on page 19; include a discussion of the fuel's lack of commercial value and existence in the absence of the qualifying facility industry)

**6c** Provide the average energy input, calculated on a calendar year basis, in terms of Btu/h for the following fossil fuel energy inputs, and provide the related percentage of the total average annual energy input to the facility (18 C.F.R. § 292.202(j)). For any oil or natural gas fuel, use lower heating value (18 C.F.R. § 292.202(m)).

Fuel	Annual average energy input for specified fuel	Percentage of total annual energy input
Natural gas	0 Btu/h	0 %
Oil-based fuels	0 Btu/h	0 %
Coal	0 Btu/h	0 %

Technical Facility Information	Indicate the maximum gross and maximum net electric power production capacity of the facility at the point(s) of delivery by completing the worksheet below. Respond to all items. If any of the parasitic loads and/or losses identified in lines 7b through 7e are negligible, enter zero for those lines.	
	7a The maximum gross power production capacity at the terminals of the individual generator(s) under the most favorable anticipated design conditions	7,353 kW
	7b Parasitic station power used at the facility to run equipment which is necessary and integral to the power production process (boiler feed pumps, fans/blowers, office or maintenance buildings directly related to the operation of the power generating facility, etc.). If this facility includes non-power production processes (for instance, power consumed by a cogeneration facility's thermal host), do not include any power consumed by the non-power production activities in your reported parasitic station power.	0 kW
	7c Electrical losses in interconnection transformers	368 kW
	7d Electrical losses in AC/DC conversion equipment, if any	1,997 kW
	7e Other interconnection losses in power lines or facilities (other than transformers and AC/DC conversion equipment) between the terminals of the generator(s) and the point of interconnection with the utility	0 kW
	7f Total deductions from gross power production capacity = 7b + 7c + 7d + 7e	2,365 kW
	7g Maximum net power production capacity = 7a - 7f	4,988 kW
7h	<p>Description of facility and primary components: Describe the facility and its operation. Identify all boilers, heat recovery steam generators, prime movers (any mechanical equipment driving an electric generator), electrical generators, photovoltaic solar equipment, fuel cell equipment and/or other primary power generation equipment used in the facility. Descriptions of components should include (as applicable) specifications of the nominal capacities for mechanical output, electrical output, or steam generation of the identified equipment. For each piece of equipment identified, clearly indicate how many pieces of that type of equipment are included in the plant, and which components are normally operating or normally in standby mode. Provide a description of how the components operate as a system. Applicants for cogeneration facilities do not need to describe operations of systems that are clearly depicted on and easily understandable from a cogeneration facility's attached mass and heat balance diagram; however, such applicants should provide any necessary description needed to understand the sequential operation of the facility depicted in their mass and heat balance diagram. If additional space is needed, continue in the Miscellaneous section starting on page 19.</p> <p>This is a ground mount solar photo-voltaic system comprised of the following components:</p> <p>Approximately:</p> <p>24,510 x 300W Modules OR equivalent</p> <p>215 x 23.2 kVA Inverters OR equivalent</p> <p>Pile driven ground mounted racking structure</p>	

# Information Required for Small Power Production Facility

If you indicated in line 1k that you are seeking qualifying small power production facility status for your facility, then you must respond to the items on this page. Otherwise, skip page 10.

Certification of Compliance with Size Limitations	Pursuant to 18 C.F.R. § 292.204(a), the power production capacity of any small power production facility, together with the power production capacity of any other small power production facilities that use the same energy resource, are owned by the same person(s) or its affiliates, and are located at the same site, may not exceed 80 megawatts. To demonstrate compliance with this size limitation, or to demonstrate that your facility is exempt from this size limitation under the Solar, Wind, Waste, and Geothermal Power Production Incentives Act of 1990 (Pub. L. 101-575, 104 Stat. 2834 (1990) as amended by Pub. L. 102-46, 105 Stat. 249 (1991)), respond to lines 8a through 8e below (as applicable).			
	<b>8a</b> Identify any facilities with electrical generating equipment located within 1 mile of the electrical generating equipment of the instant facility, and for which any of the entities identified in lines 5a or 5b, or their affiliates, holds at least a 5 percent equity interest. Check here if no such facilities exist. <input checked="" type="checkbox"/>			
	Facility location (city or county, state)	Root docket # (if any)	Common owner(s)	Maximum net power production capacity
	1)	QF -		KW
	2)	QF -		KW
	3)	QF -		KW
<input type="checkbox"/> Check here and continue in the Miscellaneous section starting on page 19 if additional space is needed				
<b>8b</b> The Solar, Wind, Waste, and Geothermal Power Production Incentives Act of 1990 (Incentives Act) provides exemption from the size limitations in 18 C.F.R. § 292.204(a) for certain facilities that were certified prior to 1995. Are you seeking exemption from the size limitations in 18 C.F.R. § 292.204(a) by virtue of the Incentives Act? <input type="checkbox"/> Yes (continue at line 8c below) <input checked="" type="checkbox"/> No (skip lines 8c through 8e)				
<b>8c</b> Was the original notice of self-certification or application for Commission certification of the facility filed on or before December 31, 1994? Yes <input type="checkbox"/> No <input type="checkbox"/>				
<b>8d</b> Did construction of the facility commence on or before December 31, 1999? Yes <input type="checkbox"/> No <input type="checkbox"/>				
<b>8e</b> If you answered No in line 8d, indicate whether reasonable diligence was exercised toward the completion of the facility, taking into account all factors relevant to construction? Yes <input type="checkbox"/> No <input type="checkbox"/> If you answered Yes, provide a brief narrative explanation in the Miscellaneous section starting on page 19 of the construction timeline (in particular, describe why construction started so long after the facility was certified) and the diligence exercised toward completion of the facility.				
Certification of Compliance with Fuel Use Requirements	Pursuant to 18 C.F.R. § 292.204(b), qualifying small power production facilities may use fossil fuels, in minimal amounts, for only the following purposes: ignition; start-up; testing; flame stabilization; control use; alleviation or prevention of unanticipated equipment outages; and alleviation or prevention of emergencies, directly affecting the public health, safety, or welfare, which would result from electric power outages. The amount of fossil fuels used for these purposes may not exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy or any calendar year thereafter.			
	<b>9a</b> Certification of compliance with 18 C.F.R. § 292.204(b) with respect to uses of fossil fuel: <input checked="" type="checkbox"/> Applicant certifies that the facility will use fossil fuels <i>exclusively</i> for the purposes listed above.			
	<b>9b</b> Certification of compliance with 18 C.F.R. § 292.204(b) with respect to amount of fossil fuel used annually: <input checked="" type="checkbox"/> Applicant certifies that the amount of fossil fuel used at the facility will not, in aggregate, exceed 25 percent of the total energy input of the facility during the 12-month period beginning with the date the facility first produces electric energy or any calendar year thereafter.			

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JUN 13 2014

## Certificate of Completeness, Accuracy and Authority

Applicant must certify compliance with and understanding of filing requirements by checking next to each item below and signing at the bottom of this section. Forms with incomplete Certificates of Completeness, Accuracy and Authority will be rejected by the Secretary of the Commission.

Signer identified below certifies the following: (check all items and applicable subitems)

- ☒ He or she has read the filing, including any information contained in any attached documents, such as cogeneration mass and heat balance diagrams, and any information contained in the Miscellaneous section starting on page 19, and knows its contents.
- ☒ He or she has provided all of the required information for certification, and the provided information is true as stated, to the best of his or her knowledge and belief.
- ☒ He or she possess full power and authority to sign the filing; as required by Rule 2005(a)(3) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2005(a)(3)), he or she is one of the following: (check one)
  - ☒ The person on whose behalf the filing is made
  - ☐ An officer of the corporation, trust, association, or other organized group on behalf of which the filing is made
  - ☐ An officer, agent, or employee of the governmental authority, agency, or instrumentality on behalf of which the filing is made
  - ☐ A representative qualified to practice before the Commission under Rule 2101 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2101) and who possesses authority to sign
- ☒ He or she has reviewed all automatic calculations and agrees with their results, unless otherwise noted in the Miscellaneous section starting on page 19.
- ☒ He or she has provided a copy of this Form 556 and all attachments to the utilities with which the facility will interconnect and transact (see lines 4a through 4d), as well as to the regulatory authorities of the states in which the facility and those utilities reside. See the Required Notice to Public Utilities and State Regulatory Authorities section on page 3 for more information.

Provide your signature, address and signature date below. Rule 2005(c) of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2005(c)) provides that persons filing their documents electronically may use typed characters representing his or her name to sign the filed documents. A person filing this document electronically should sign (by typing his or her name) in the space provided below.

Your Signature

Your address

Date

Georg Veit

5960 Fairview Road, Suite 400  
Charlotte, NC 28210

6/10/2014

Audit Notes

Commission Staff Use Only:

OFFICIAL COPY

Jun 13 2014

**STATE OF NORTH CAROLINA  
UTILITIES COMMISSION  
RALEIGH**

DOCKET NO. SP-3811, SUB 0

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of	
Application of Cornstalk Solar, LLC, for	) ORDER ISSUING CERTIFICATE
a Certificate of Public Convenience and	) AND ACCEPTING REGISTRATION
Necessity to Construct a 5-MW Solar	) OF NEW RENEWABLE ENERGY
Facility in Northampton County, North	) FACILITY
Carolina	)

BY THE COMMISSION: On June 13, 2014, Cornstalk Solar, LLC (Cornstalk), filed an application seeking a certificate of public convenience and necessity pursuant to G.S. 62-110.1(a) for construction of a 5-MW<sub>AC</sub> solar photovoltaic electric generating facility to be located in Northampton County on NC Highway 48, 500 feet east by northeast from the intersection of Lydias Way and NC Highway 48, Gaston, North Carolina. In the application, Cornstalk stated that it plans to sell the electricity to Dominion North Carolina Power (DNCP).

Contemporaneously with the application, Cornstalk filed a registration statement for a new renewable energy facility. The registration statement included certified attestations that (1) the facility is in substantial compliance with all federal and state laws, regulations, and rules for the protection of the environment and conservation of natural resources; (2) the facility will be operated as a new renewable energy facility; (3) Cornstalk will not remarket or otherwise resell any renewable energy certificates (RECs) sold to an electric power supplier to comply with G.S. 62-133.8; and (4) Cornstalk will consent to the auditing of its books and records by the Public Staff insofar as those records relate to transactions with North Carolina electric power suppliers.

On June 24, 2014, the Commission issued an Order Requiring Publication of Notice, which required Cornstalk to (1) publish notice of the application as required by G.S. 62-82(a) and file an affidavit of publication with the Commission, (2) mail a copy of the application and notice, no later than the first date that such notice is published, to the electric utility to which Cornstalk planned to sell and distribute the electricity, and (3) file a certificate of service of such mailing to the utility. The Order also specified that if a complaint was received within 10 days after the last date of the publication of the notice, the Commission would schedule a public hearing to determine whether a certificate should be awarded. The Order further specified that if the Commission received no complaints within the time specified above and if the Commission did not order a hearing upon its own initiative, it would enter an order awarding the certificate.

On July 31, 2014, the State Clearinghouse filed comments. Because of the nature of the comments, the cover letter indicated that no further State Clearinghouse review action by the Commission was required for compliance with the North Carolina Environmental Policy Act

On August 26, 2014, Cornstalk filed a certificate of service stating that the public notice and a copy of the application were served on DNCP on June 24, 2014. On September 10, 2014, Cornstalk filed a revised certificate of service stating that the original certificate incorrectly stated that the public notice had been served. It further stated that a copy of the application and the public notice were served on DNCP on September 3, 2014.

On October 3, 2014, Cornstalk filed an affidavit of publication stating that the first date of publication of notice was September 5, 2014, and that publication of notice was completed on September 26, 2014. No complaints have been received.

The Public Staff presented this matter to the Commission at its Regular Staff Conference on October 13, 2014. The Public Staff recommended that the Commission approve the application, issue the requested certificate, and accept the registration statement.

After careful consideration, the Commission finds good cause to approve the application and issue the attached certificate for the proposed solar photovoltaic electric generating facility. The Commission further finds good cause, based upon the foregoing and the entire record in this proceeding, to accept registration of the facility as a new renewable energy facility. The Applicant shall annually file the information required by Commission Rule R8-66 on or before April 1 of each year and will be required to participate in the NC-RETS REC tracking system (<http://www.ncrets.org>) in order to facilitate the issuance of RECs.

IT IS, THEREFORE, ORDERED as follows:

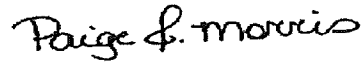
1. That the application of Cornstalk Solar, LLC, for a certificate of public convenience and necessity shall be, and is hereby, approved.
2. That Appendix A shall constitute the certificate of public convenience and necessity issued to Cornstalk Solar, LLC, for the 5-MW<sub>AC</sub> solar photovoltaic electric generating facility to be located in Northampton County on NC Highway 48, 500 feet east by northeast from the intersection of Lydias Way and NC Highway 48, Gaston, North Carolina.
3. That the registration statement filed by Cornstalk for the solar photovoltaic facility located in Northampton County, North Carolina, as a new renewable energy facility shall be, and is hereby, accepted.

4. That Cornstalk Solar, LLC, shall annually file the information required by Commission Rule R8-66 on or before April 1 of each year.

ISSUED BY ORDER OF THE COMMISSION.

This the 14<sup>th</sup> day of October, 2014.

NORTH CAROLINA UTILITIES COMMISSION



Paige J. Morris, Deputy Clerk

Chairman Edward S. Finley, Jr., and Commissioners ToNola D. Brown-Bland and Don M. Bailey did not participate in this decision.

STATE OF NORTH CAROLINA  
UTILITIES COMMISSION  
RALEIGH

DOCKET NO. SP-3811, SUB 0

Cornstalk Solar, LLC  
422 South Main Street, Suite 12  
Davidson, North Carolina 28036

is hereby issued this

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY  
PURSUANT TO G.S. 62-110.1

for a 5-MW<sub>AC</sub> solar photovoltaic electric generating facility

located

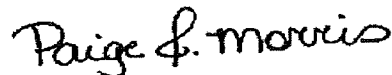
in Northampton County on NC Highway 48, 500 feet east by northeast from the  
intersection of Lydias Way and NC Highway 48, Gaston, North Carolina,

subject to all orders, rules, regulations and conditions  
as are now or may hereafter be lawfully made  
by the North Carolina Utilities Commission.

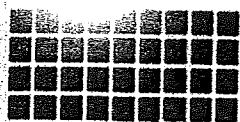
ISSUED BY ORDER OF THE COMMISSION.

This the 14<sup>th</sup> day of October, 2014.

NORTH CAROLINA UTILITIES COMMISSION



Paige J. Morris, Deputy Clerk

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September 3, 2014

Horace P. Payne, Senior Counsel  
VIRGINIA ELECTRIC AND POWER COMPANY (d/b/a/ Dominion North Carolina Power)  
Dominion Resources Services, Inc. Legal Department  
120 Tredegar Street, RS2  
Richmond, VA 23219

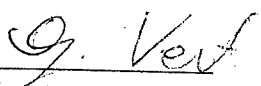
**Re: Docket No. SP-3811, Sub 0  
Letter of Service  
Cornstalk Solar LLC**

Mr. Horace P. Payne

In accordance with the Commission Order Requiring Publication of Notice dated June 24, 2014, a copy of the Application of Cornstalk Solar, LLC for a Certificate of Public Convenience and Necessity and Public Notice shall be mailed to Dominion North Carolina Power. These documents are enclosed.

Please let us know if you have any questions.

Sincerely,

  
\_\_\_\_\_  
Georg Veit,  
Manager, Cornstalk Solar LLC

Geenex, LLC - 7804-C, Fairview Rd #257, Charlotte, NC 28266  
[www.geenexsolar.com](http://www.geenexsolar.com)

STATE OF NORTH CAROLINA  
UTILITIES COMMISSION  
RALEIGH

DOCKET NO. SP-3811, SUB 0

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of  
Application of Cornstalk Solar, LLC, )  
for a Certificate of Public Convenience ) ORDER REQUIRING PUBLICATION  
and Necessity to Construct a 5-MW Solar ) OF NOTICE  
Facility in Northampton County, )  
North Carolina )

BY THE COMMISSION: On June 13, 2014, Cornstalk Solar, LLC (Applicant), filed an application seeking a certificate of public convenience and necessity pursuant to G.S. 62-110.1(a) for construction of a 5-MW solar photovoltaic electric generating facility to be located on NC Highway 48, 500 feet ENE from the intersection of Lydias Way and NC Highway 48 in Gaston, Northampton County, North Carolina. The Applicant plans to sell the electricity to Dominion North Carolina Power.

On the basis of this application, the Commission concludes that the Applicant should be required (1) to publish notice of the application in the manner required by G.S. 62-82(a) and file an affidavit of publication with the Commission and (2) to mail a copy of the application and notice, no later than the first date that such notice is published, to the electric utility to which the Applicant plans to sell and distribute the electricity and file a signed and verified certificate of service that the application and notice have been provided to the utility. The Chief Clerk of the Commission will deliver copies of the notice to the Clearinghouse Coordinator of the Office of Policy and Planning of the Department of Administration for distribution by the Coordinator to State agencies having an interest in the application.

If a complaint is received within ten days after the last date of the publication of the notice, the Commission will schedule a public hearing to determine whether a certificate should be awarded, will give reasonable notice of the time and place of the hearing to the Applicant and to each complaining party, and will require the Applicant to publish notice of the hearing in the newspaper in which the notice of the application was published. If no complaint is received within the time specified above, the Commission may, upon its own initiative, order and schedule a hearing to determine whether a certificate should be awarded. If the Commission orders a hearing upon its own initiative, it will require notice of the hearing to be published by the Applicant in the newspaper in which the notice of the application was published. If no complaint is received within the time specified and the Commission does not order a hearing upon its own initiative, the Commission will enter an order awarding the certificate.

The Commission cannot take any action until after the Applicant has filed both the affidavit of publication and the certificate of service. The Applicant is urged to file both the affidavit and the certificate promptly following the last date of publication of the notice.

IT IS, THEREFORE, ORDERED as follows:

1. That the Applicant shall publish the Public Notice, attached as Attachment A hereto, once each week for four successive weeks in the manner required by G.S. 62-82(a) and shall file an affidavit of publication with the Commission;
2. That the Applicant shall mail a copy of the application and notice, no later than the first date that such notice is published, to the electric utility to which the Applicant plans to sell and distribute the electricity and file a signed and verified certificate of service that the application and notice have been provided to the utility;
3. That the Chief Clerk of the Utilities Commission will deliver copies of the notice to the Clearinghouse Coordinator of the Office of Policy and Planning of the Department of Administration for distribution by the Coordinator to State agencies having an interest in the application;
4. That the Commission will proceed as it deems appropriate after the filing of the affidavit of publication and the certificate of service.

ISSUED BY ORDER OF THE COMMISSION.

This the 24<sup>th</sup> day of June, 2014.

NORTH CAROLINA UTILITIES COMMISSION

*Paige J. Morris*

Paige J. Morris, Deputy Clerk

## ATTACHMENT A

## PUBLIC NOTICE

DOCKET NO. SP-3811, SUB 0  
APPLICATION OF CORNSTALK SOLAR, LLC  
FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

NOTICE IS HEREBY GIVEN that on June 13, 2014, Cornstalk Solar, LLC (Applicant), filed an application seeking a certificate of public convenience and necessity pursuant to G.S. 62-110.1(a) for construction of a 5-MW solar photovoltaic electric generating facility to be located on NC Highway 48, 500 feet ENE from the intersection of Lydias Way and NC Highway 48 in Gaston, Northampton County, North Carolina. The Applicant plans to sell the electricity to Dominion North Carolina Power.

Details of the application may be obtained from the Office of the Chief Clerk of the North Carolina Utilities Commission, 430 N. Salisbury Street, 5th Floor, Dobbs Building, Raleigh, North Carolina 27603 or 4325 Mail Service Center, Raleigh, North Carolina 27699-4325 or on the Commission's website at [www.ncuc.net](http://www.ncuc.net).

If a complaint is received within ten days after the last date of the publication of this notice, the Commission will schedule a public hearing to determine whether a certificate should be awarded, will give reasonable notice of the time and place of the hearing to the Applicant and to each complaining party, and will require the Applicant to publish notice of the hearing in this newspaper. If no complaint is received within the time specified above and if the Commission does not order a hearing upon its own initiative, the Commission will enter an order awarding the certificate sought by the Applicant.

Persons desiring to lodge complaints may file statements to that effect with the Commission. Such statements should reference Docket No. SP-3811, Sub 0 and be addressed as follows: Chief Clerk, North Carolina Utilities Commission, 4325 Mail Service Center, Raleigh, North Carolina 27699-4325.

Statements may also be directed to Christopher J. Ayers, Executive Director, Public Staff - North Carolina Utilities Commission, 4326 Mail Service Center, Raleigh, North Carolina 27699-4326 or to The Honorable Roy Cooper, Attorney General of North Carolina, 9001 Mail Service Center, Raleigh, North Carolina 27699-9001.

NOTE TO PRINTER: Advertising cost shall be paid by the Applicant. It is required that the Affidavit of Publication be filed with the Commission by the Applicant.

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June 4, 2014

**BY ELECTRONIC FILING**

Gail L. Mount  
Chief Clerk  
North Carolina Utilities Commission  
430 North Salisbury Street  
Raleigh, North Carolina 27603

Re: Docket No. SP-3811, Sub 0  
Cornstalk Solar, LLC – Application for a Certificate of Public Convenience and  
Necessity and Registration as a New Renewable Energy Facility

Dear Clerk Mount:

Enclosed for filing is Cornstalk Solar, LLC's Application for a Certificate of Public Convenience and Necessity, Registration as a New Renewable Facility, and FERC Form 556.

Thank you for your time and attention. Please feel free to reach out if any questions arise.

Sincerely,

Georg Veit

Enclosures


  
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STATE OF NORTH CAROLINA  
UTILITIES COMMISSION  
RALEIGH

DOCKET NO. SP-\_\_\_\_\_, SUB 0

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of Application of	)	APPLICATION FOR A
Cornstalk Solar, LLC for a	)	CERTIFICATE OF PUBLIC
Certificate of Public Necessity	)	CONVENIENCE AND NECESSITY AND
and Registration as a	)	REGISTRATION AS NEW RENEWABLE
New Renewable Energy Facility	)	ENERGY FACILITY

Cornstalk Solar, LLC ("Cornstalk Solar") or the "Applicant", hereby applies to the North Carolina Utilities Commission (the "Commission") pursuant to G.S. § 62-110.1 and Commission Rule R8-64 for a Certificate of Public Convenience and Necessity authorizing construction of a 5 megawatt ("MW") solar facility (the "Facility") to be located in Northampton County. The Applicant also submits its Registration as New Renewable Energy Facility pursuant to Commission Rule R8-66.

**Application for a Certificate of Public Necessity and Convenience**

In support of its application, Cornstalk Solar shows the Commission the following:

1. Full and correct name, business address, business telephone number, and electronic mailing address of the principal office of the facility owner (applicant).

Cornstalk Solar, LLC  
442 South Main St. Suit 12  
Davidson, NC 28036  
Email: [interconnection@geenexsolar.com](mailto:interconnection@geenexsolar.com)  
Phone: (408) 353-0010

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Jun 13 2014

**2. Applicant.**

Cornstalk Solar is a North Carolina limited liability company with its principal place of business in North Carolina. The Articles of Incorporation were filed on April 3, 2014. Georg Veit, Manager, is an individual duly authorized to act as a corporate agent for the purpose of this application. Correspondence, documents, and filings pursuant to this application should be sent as follows:

Cornstalk Solar, LLC  
5960 Fairview Rd. Suite 400  
Charlotte, NC 28210  
Email: [interconnection@geenexsolar.com](mailto:interconnection@geenexsolar.com)  
Phone: (408) 353-0010

**3. Nature of the generating facility, including the type and source of its power or fuel.**

The Facility will be a 5 MW AC photovoltaic (PV) array. The source of its power is solar energy.

**4. Address or location of generating facility set forth in terms of local highways, streets, river, streams, or other generally known landmarks together with a map such as a county road map with the location indicated on the map.**

On NC HWY 48, 500 feet ENE from the intersection of Lydias Way and NC 48.  
The latitude is 36°30'27.01"N and the longitude is 77°37'49.17"W

*See property map attached as "Exhibit A". The property line is marked in green.*

**5. Ownership of the site. If the owner is other than the applicant, state the applicant's interest in the site.**

Property Owner: Tommie A. Dickens  
Address: 723 NC 48 HWY, Gaston, NC 27832

Property owner and applicant have entered into a Lease Agreement.

**6. A description of the buildings, structures and equipment comprising the generating facility and the manner of their operation.**

The facility will consist of approximately twenty-four thousand, six hundred and fourteen (24,614) 300Wp DC photovoltaic (PV) modules (or the equivalent) affixed to ground-mounted racks, which will be supported by piles driven into the ground. The system will utilize approximately two hundred and sixteen (216) 24 kW AC inverters (or the equivalent).



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**7. The projected maximum dependable capacity of facility in megawatts.**

The maximum gross power production capacity of the Facility will be 5 mW AC and the projected maximum net power production capacity is 4.88 mW AC. Solar is an intermittent energy source and therefore, the maximum dependable capacity is 0 MW.

**8. The projected cost of the facility**

The projected cost of the Facility is being provided under seal as "*Exhibit B*" because it constitutes confidential and proprietary information within the scope of G.S. §132-1.2.

**9. The projected date on which the facility will come on line is: 6/1/15**

**10. The applicant's general plan for sale of the electricity to be generated, including the utility to which the applicant plans to sell the electricity, any provisions for wheeling of the electricity, arrangements for firm, non-firm or emergency generation, the service life of the project, the projected annual sales in kilowatt hours, and whether the applicant intends to produce renewable energy certificates that are eligible for compliance with the State's renewable energy and energy efficiency portfolio standard.**

Electricity generated by the Facility will be sold to Dominion North Carolina Power under a 15 year power purchase agreement. The service life of the equipment is expected to be a minimum of twenty years. The projected year one annual sales of the facility are filed under seal as "*Exhibit C*" because it constitutes confidential and proprietary information within the scope of G.S. §132-1.2. Cornstark Solar will produce renewable energy certificates that are eligible for compliance with North Carolina's renewable energy and energy efficiency portfolio standard.

**11. A complete list of all federal and state licenses, permits and exemptions required for construction and operation of the generating facility and a statement of whether each has been obtained or applied for. A copy of those that have been obtained should be filed with the application; a copy of those that have not been obtained at the time of the application should be filed with the Commission as soon as they are obtained.**

Cornstark Solar will file for certification as a Qualifying Facility (QF) under the Federal Energy Regulatory Commission (FERC) Form 556 in accordance to the attached application in "*Exhibit D*". Currently Cornstark Solar anticipates needing a soil erosion and control permit from the Department of Environmental and Natural Resources. Cornstark Solar will file this and any additional state and/or federal licenses, permits, or exemptions obtain for the Facility once they are received. The Facility has no potable water needs.



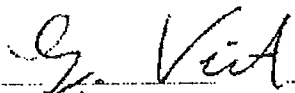
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## BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of Application of )  
 Cornstalk Solar, LLC for a )  
 Certificate of Public Necessity ) VERIFICATION  
 and Registration as a )  
 New Renewable Energy Facility )

I, Georg Veit, Manager of Cornstalk Solar, LLC, a North Carolina limited liability company, verify that the contents of this Application for a Certificate of Public Necessity and Convenience filed in this docket are true to the best of my knowledge. I am duly authorized to act on behalf of said limited liability company.

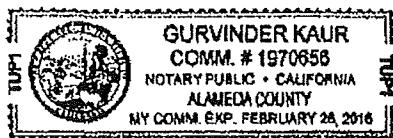
  
 Georg Veit

Sworn to and subscribed before me, this the 12 day of June, 2014.

Notary Public (signature)

(Typed/ Printed Name)

My Commission Expires: \_\_\_\_\_



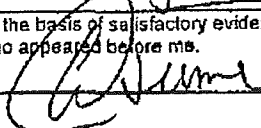
State of California  
 County of Alameda  
 Subscribed and sworn to (or affirmed)  
 before me on this 12 day of June  
 20 14 by Georg Veit  
 proved to me on the basis of satisfactory evidence to be  
 the person(s) who appeared before me.  
 Signature 

Exhibit A



Note: Please complete the form, print it, have it signed, notarized, make 15 copies and send them to the Chief Clerk of the Commission. Be sure to print a copy for your records as you cannot save data onto the form, nor can you file it online. Be sure to attach additional information, such as maps, as required.

### Application to Register a Renewable Energy Facility or New Renewable Energy Facility Pursuant to Rule R8-66

(Applicants should consult Rule R8-66 while completing this form in order to ensure they provide sufficient information.)

Facility name:	Cornstalk Solar
Full and correct name of the owner of the facility:	Cornstalk Solar, LLC
Business address:	442 South Main St, Suite 12 Davidson, NC 28036
Electronic mailing address:	interconnection@geenexsolar.com
Telephone number:	(408) 353-0010
Owner's agent for purposes of this application, if applicable:	Georg Veit
Agent's business address:	5960 Fairview Rd. Suite 400 Charlotte, NC 28210
Agent's electronic mailing address:	interconnection@geenexsolar.com georg.veit@geenexsolar.com
Agent's telephone number:	(408) 353-0010
The owner is: Cornstalk Solar, LLC	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation (including LLC)
If a corporation, state and date of incorporation.	State <u>NC</u> Date <u>April 3, 2014</u>

If a corporation that is incorporated outside of North Carolina, is it domesticated in North Carolina?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If a partnership, the name and business address of each general partner. (Add additional sheets if necessary.)	
Nature of the renewable energy facility:	New Renewable Energy Facility
1. Describe the facility, including its technology, and the source of its power and fuel(s). Thermal facilities should describe how its host uses the facility's thermal energy output. (Add additional sheets if necessary.)	Solar PV
2. Whether it produces electricity, useful thermal energy, or both.	Electricity
3. Nameplate capacity in kW/MW (AC) and/or maximum Btu per hour for thermal facilities.	5 MW AC

The location of the facility set forth in terms of local highways, streets, rivers, streams, or other generally known local landmarks. <b>Attach a map, such as a county road map, with the location indicated on the map.</b>	On NC HWY 48, 500 feet ENE from the intersection of Lydias Way and NC 48. The latitude is 36°30'27.01"N and the longitude is 77°37'49.17"W
Site ownership:	Lease Agreement
1. Is the site owner other than the facility owner? If yes, who is the site owner?	Tommie Dickens
2. What is the facility owner's legal interest in the site?	Lease Agreement
List the approvals that are required to build and/or operate this facility, and attach copies of those that have been obtained. Wind facilities with multiple turbines, where each turbine is licensed separately, may provide copies of approvals for one such turbine but shall add an attestation that approvals for all of the turbines are available for inspection.	
1. Federal permits and licenses:	Qualifying Facility Certification (FERC)
2. State permits and licenses:	Soil Erosion and Control (NC-DENR)
3. Exemptions required for construction and operation of the facility:	
4. Statement of whether each has been obtained or applied for (attach copy of those that have been obtained with this application):	Soil Erosion and Control permits has not been obtained at this time.  Please find FERC QF Certification enclosed.

If the facility has been placed into service, on what date did the facility begin operating?	
If the facility is not yet operating, on what date is the facility projected to be placed into service?	On or before 6/1/2015
If the facility is already operating, what is the amount of energy produced by the facility, net of station use, for the most recent 12-month or calendar-year period? Energy production data for a shorter time period is acceptable for facilities that have not yet operated for a full year.	
What entity does (or will) read the facility's energy production meter(s) for the purpose of issuing renewable energy certificates?	Dominion Power North Carolina
For thermal energy facilities, describe the method to be used to determine the facility's thermal energy production, in BTUs, that is eligible for REC issuance.	
Does the facility participate in a REC tracking system and if so, which one? If not, which tracking system will the facility participate in for the purpose of REC issuance?	Yes, NC-RETS

<p>If this facility has already been the subject of a proceeding or submittal before the Commission, such as a Report of Proposed Construction or a Certificate of Public Convenience and Necessity, please provide the Commission Docket Number, if available.</p>	
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The owner of the renewable energy facility shall provide the following attestations, signed and notarized:

1. ☒ Yes ☐ No I certify that the facility is in substantial compliance with all federal and state laws, regulations, and rules for the protection of the environment and conservation of natural resources.
2. ☒ Yes ☐ No I certify that the facility satisfies the requirements of G.S. 62-133.8(a)(5) or (7) as a:  
☐ renewable energy facility, or  
☒ new renewable energy facility,  
 and that the facility will be operated as a:  
☐ renewable energy facility, or  
☒ new renewable energy facility.
3. ☒ Yes ☐ No I certify that 1) my organization is not simultaneously under contract with NC GreenPower to sell our RECs emanating from the same electricity production being tracked in NC-RETS; and 2) any renewable energy certificates (whether or not bundled with electric power) sold to an electric power supplier to comply with G.S. 62-133.8 have not, and will not, be remarketed or otherwise resold for any other purpose, including another renewable energy portfolio standard or voluntary purchase of renewable energy certificates in North Carolina (such as NC GreenPower) or any other state or country, and that the electric power associated with the certificates will not be offered or sold with any representation that the power is bundled with renewable energy certificates.
4. ☒ Yes ☐ No I certify that I consent to the auditing of my organization's books and records by the Public Staff insofar as those records relate to transactions with North Carolina electric power suppliers, and agree to provide the Public Staff and the Commission access to our books and records, wherever they are located, and to the facility.
5. ☒ Yes ☐ No I certify that the information provided is true and correct for all years that the facility has earned RECs for compliance with G.S. 62-133.8.
6. ☒ Yes ☐ No I certify that I am the owner of the renewable energy facility or am duly authorized to act on behalf of the owner for the purpose of this filing.

G. Voit 6/12/14  
 (Signature)

Manager, Cornstalk Solar LLC  
 (Title)

Georg Voit

(Name - Printed or Typed)

06/04/14

(Date)

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California  
County of ALAMEDA

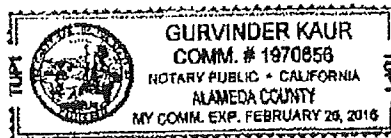
On JUN 12 2014 before me, GURVINDER KAUR, NOTARY PUBLIC

personally appeared Georg Veit

Georg Veit who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the state of California that the foregoing paragraph is true and correct.

[Signature]  
Signature of Notary



## Optional Information

Date of Document: JUN 12 2014

Type or Title of Document: Application to Register a Renewable Energy Facility

Number of Pages in Document: 6

Document in a Foreign Language: \_\_\_\_\_

## Type of Satisfactory Evidence:

- ☐ Personally known with Paper Identification  
☐ Paper Identification  
☐ Credible Witness(es)

## Other Information

## Capacity of Signer:

- ☐ Trustee  
☐ Power of Attorney  
☐ CEO/CFO/COO  
☐ President/Vice-President/Secretary/Treasurer  
☐ Other: \_\_\_\_\_