

July 28, 2023

VIA Electronic Filing

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

*Re: Petition of Duke Energy Carolinas, LLC, for Limited Waiver and
Authorization to Modify the North Carolina Interconnection Agreement to
Accommodate Interconnection Customer Requirements
Docket No. E-100, Sub 101*

Dear Ms. Dunston:

Enclosed for filing in the above-referenced proceedings is Duke Energy Carolinas, LLC's *Petition for Limited Waiver and Authorization to Modify the North Carolina Interconnection Agreement to Accommodate Interconnection Customer Requirements.*

If you have any questions, please do not hesitate to contact me. Thank you for your attention to this matter.

Very truly yours,

/s/Nicholas A. Dantonio

NAD/als

Enclosure

**STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH**

DOCKET NO. E-100, SUB 101

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

<p style="text-align: center;">In the Matter of</p> <p>Petition for Approval of Revisions to Generator Interconnection Standards</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>PETITION OF DUKE ENERGY CAROLINAS, LLC, FOR LIMITED WAIVER AND AUTHORIZATION TO MODIFY THE NORTH CAROLINA INTERCONNECTION AGREEMENT TO ACCOMMODATE INTERCONNECTION CUSTOMER REQUIREMENTS</p>
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NOW COMES Duke Energy Carolinas, LLC (“DEC” or the “Company”), pursuant to Ordering Paragraph 2 of the Commission’s *Order Granting Limited Waiver and Authorization to Modify the North Carolina Interconnection Agreement* (“the Order”) filed in the above-referenced docket on July 11, 2022, and hereby respectfully petitions the North Carolina Utilities Commission (“Commission”) for a similar limited waiver and authorization to modify certain sections of the *pro forma* North Carolina Interconnection Agreement (“NCIA”), to ensure that the United States Environmental Protection Agency (“EPA”), an Interconnection Customer of the Company, remains in compliance with federal statutory and regulatory requirements.

In support of this Petition, DEC respectfully shows the Commission the following:

BACKGROUND

1. On July 11, 2022, the Commission issued an *Order Granting Limited Waiver and Authorization to Modify the North Carolina Interconnection Agreement* (“the Order”), in which it approved DEP’s proposed modifications presented in its *Petition for*

Limited Waiver and Authorization to Modify the NC Interconnection Agreement to Accommodate Interconnection Customer Requirements (“Mackall Petition”).¹

2. The Mackall Petition sought modifications to certain provisions of the NCIA approved by the Commission to ensure consistency with laws and regulations applicable to federal executive branch agencies.²

3. The Commission ordered “[t]hat DEP shall file NCIA modifications for federal agency customers in redline form for Commission review to the extent the modifications vary from the amendments filed in this petition.”³

PETITION

4. The Commission has jurisdiction over the physical interconnection of generating facilities to the Company’s system pursuant to North Carolina law and certain federal regulations⁴ and has established interconnection procedures, forms, and agreements through the above-captioned proceeding to govern state-jurisdictional generator interconnections (“NC Interconnection Standard”). Most recently, the Commission approved the current NC Interconnection Standard by Order issued October 11, 2021.⁵

5. The EPA is a retail customer of the Company, and it operates a 1.2 million square feet campus in North Carolina’s Research Triangle Park (“EPA RTP Campus”). On June 16, 2014, DEC and the United States executed an Areawide contract that governs the

¹ Docket No. E-100, Sub 101, Ordering Paragraph 1.

² Mackall Petition at 3-4.

³ *Id.* at Ordering Paragraph 2. DEC was not a party to the Mackall Petition and the Commission’s Order was specific to Duke Energy Progress, LLC (“DEP”). Because DEC has not previously filed a Petition of this kind with the Commission, DEC is providing the level of detail in this Petition that is similar to the detail which DEP provided in the Mackall Petition.

⁴ See N.C. Gen. Stat. § 62-133.8(i)(4); 18 C.F.R. §§ 292.306, 292.308.

⁵ See *Order Granting Petition in Part*, Docket No. E-100, Sub 101 (Oct. 11, 2021).

provision of electric, natural gas, and/or energy management services provided to the United States by DEC (“the Federal Contract”). A copy of the Federal Contract is included as Attachment A to this Petition. The Federal Contract will remain in effect through June 16, 2024. In 2021, the EPA notified the Company that it completed a re-install of a 100kW solar facility at the EPA RTP Campus and started working with the Company to enter into a NCIA.

6. Due to the EPA’s status as an agency of the federal government within the Department of the Interior, the EPA is subject to certain federal statutes and regulations, including, *inter alia*, the Federal Acquisition Regulation (“FAR”), which is published in Title 48 of the U.S. Code of Federal Regulations. The FAR contains the uniform policies and procedures that govern acquisition of goods or services by all executive agencies, including the EPA.⁶

8. Through discussions with Company personnel, the EPA has identified certain provisions of the Commission-approved NCIA as inconsistent with the FAR, federal law, and principles of federal sovereignty. Specifically, the EPA has requested to modify provisions of the NCIA related to payment obligations,⁷ ongoing financial security

⁶ See FAR 1.101 (“The Federal Acquisition Regulation System is established for the codification and publication of uniform policies and procedures for acquisition by all executive agencies.”); FAR 1.104 (“The FAR applies to all acquisitions as defined in part 2 of the FAR, except where expressly excluded.”).

⁷ The Federal Anti-Deficiency Act prohibits involving the government in any obligation to pay money before funds have been appropriated for that purpose, unless otherwise allowed by law. 31 U.S.C. § 1341(a)(1)(B); *see also* 31 U.S.C. § 3324 (prohibiting agencies from paying for goods or services in advance of receiving them, absent an exception); FAR 32.702 (“No officer or employee of the Government may create or authorize an obligation in excess of the funds available, or in advance of appropriations (Anti-Deficiency Act, 31 U.S.C. § 1341), unless otherwise authorized by law. Before executing any contract, the contracting officer shall (a) Obtain written assurance from responsible fiscal authority that adequate funds are available or (b) Expressly condition the contract upon availability of funds in accordance with 32.703-2.”).

requirements,⁸ and indemnification.⁹ The EPA has also requested to modify provisions of the NCIA to bring them into harmony with terms in the Federal Contract related to cost allocation,¹⁰ right of access to EPA's premises,¹¹ and disputes.¹² Attachment B to this Petition presents a redline of these proposed modifications to the Commission-approved form of the NCIA agreed to by the Company and the EPA.

7. The NCIA contemplates that parties to the Agreement can modify the language of the NCIA to meet the parties' needs so long as both parties agree in writing to the modifications. Specifically, Section 12.2 of the NCIA states that "[t]he Parties may amend this Agreement by a written instrument duly executed by both Parties, or under Article 12.12 of this Agreement." The Company reads Section 12.2 of the NCIA as contemplating the potential for revisions to the NCIA in unique situations, such as the EPA's need to comply with federal law, so long as the parties mutually agree to the changes in writing.

8. The Company is filing this Petition pursuant to the Commission's Order entered on July 11, 2022. More specifically, the Commission ordered: "[t]hat DEP shall file NCIA modifications for federal agency customers in redline form for Commission

⁸ The federal government's financial obligations are backed by the United States Treasury.

⁹ The Anti-Deficiency Act prevents executive branch agencies from binding the government to expenditures or liabilities beyond those contemplated and authorized by the executive branch, including open-ended indemnification clauses. 31 U.S.C. § 1341(a)(1). Relatedly, the government may not agree in advance to assume liability for which it may not otherwise be responsible under the Federal Tort Claims Act. 28 U.S.C. §§ 1346 and 2671–2680.

¹⁰ Article 8 of the Federal Contract requires the Company to bear certain costs related to metering that conflict with Section 1.7 of the NCIA.

¹¹ The EPA has indicated that consistent with Article 11 of the Federal Contract, and for security purposes, it cannot allow the Company access to its premises without notice even in the event of an emergency or hazardous condition as set forth in Section 2.3.2 of the NCIA.

¹² Disputes with the federal government arising out of a procurement contract are governed by the Contract Disputes Act, 41 U.S.C. §§ 7101–7109. *See also* FAR 33.202, 33.203.

review to the extent the modifications vary from the amendments filed in” the Mackall Petition. Although most of the modifications to the NCIA sought by the EPA are identical to the modifications sought (and approved by the Commission) in the Mackall Petition, the EPA is seeking limited, additional modifications.

9. Based upon the foregoing, the Company is requesting approval to modify the NCIA to meet the needs of the EPA for the reasons discussed in this Petition.

10. Commission authorization of the modifications to the approved form of NCIA as set forth in Attachment B will not adversely impact power quality and reliability on the DEC system, will not unduly shift commercial risk to the Company, and does not create a need for the NC Interconnection Standard to be revised on a permanent basis. The Commission’s previous Order supports DEP’s Petition.¹³

WHEREFORE, based upon the foregoing, DEC respectfully requests the Commission to authorize the Company to modify the NCIA presented in Attachment B to accommodate the needs of the EPA, provide guidance that DEC can negotiate similar modifications to commercial provisions of the NCIA to accommodate the needs of other federal agency customers in the future, and to grant any further relief that the Commission deems to be just and reasonable and in the public interest.

Respectfully submitted, this the 28th day of July 2023.

/s/ Nick A. Dantonio

Jason A. Higginbotham
Associate General Counsel
Duke Energy Corporation
525 S. Tryon Street, ECA3
Charlotte, NC 28202
Telephone: (704) 731-4015

¹³ “[I]t is reasonable for DEP to accommodate other federal agency interconnection customers by making similar amendments to the NCIA in the future.” Order at 2.

Jason.Higginbotham@duke-energy.com

E. Brett Breitschwerdt

Nick A. Dantonio

Ami P. Patel

McGuireWoods LLP

501 Fayetteville Street, Suite 500

PO Box 27507 (27611)

Raleigh, North Carolina 27601

EBB Telephone: (919) 755-6563

NAD Telephone: (919) 755-6605

APP Telephone: (919) 835 5957

bbreitschwerdt@mcguirewoods.com

ndantonio@mcguirewoods.com

apatel@mcguirewoods.com

ATTACHMENT A

Negotiated Areawide Contract

Duke Energy Carolinas, LLC
Docket No. E-100, Sub 101

NEGOTIATED AREAWIDE CONTRACT
No. **GS-00P-14-BSD-1055**

BETWEEN THE
UNITED STATES OF AMERICA
AND
DUKE ENERGY CAROLINAS LLC
DUKE ENERGY INDIANA, INC.
DUKE ENERGY KENTUCKY, INC.
DUKE ENERGY OHIO, INC.
DUKE ENERGY PROGRESS, INC.
DUKE ENERGY FLORIDA, INC.

OFFICIAL COPY

Jul 28 2023

THIS AREAWIDE CONTRACT FOR Electric, Natural Gas Energy Management Services and Services Provided Under The Appropriate Regulatory Authority is executed this 16 day of JUNE, 2014, between the UNITED STATES OF AMERICA, acting through the Administrator of General Services (hereinafter referred to as the "**Government**"), pursuant to the authority contained in Section 201(a) of the Federal Property and Administrative Services Act of 1949, as amended, 40 U.S.C. 501(b)(1), and, **DUKE ENERGY CAROLINAS LLC**, a limited liability corporation organized and existing under the laws of the State of North Carolina, and having its principal office and place of business at 526 South Church Street, Charlotte, NC 28202, **DUKE ENERGY INDIANA, INC.** an Indiana corporation organized and existing under the laws of the State of Indiana, and having its principal office and place of business at 1000 East Main Street, Plainfield, Indiana 46168, **DUKE ENERGY KENTUCKY, INC.** a Kentucky corporation organized and existing under the laws of the State of Kentucky, and having its principal office and place of business at 1697 A. Monmouth Street, Newport, KY 41071, **DUKE ENERGY OHIO, INC.** an Ohio corporation organized and existing under the laws of the State of Ohio, and having its principal office and place of business at 139 East Fourth Street, Cincinnati, OH 45202, **DUKE ENERGY PROGRESS, INC.** a North Carolina corporation organized and existing under the laws of the State of North Carolina, and having its principal office and place of business at 410 South Wilmington Street, Raleigh NC 27601, and, **DUKE ENERGY FLORIDA, INC.** a Florida corporation organized and existing under the laws of the State of Florida, and having its principal office and place of business at 299 First Avenue North, St. Petersburg, FL 33701 (hereinafter referred to as the "**Contractor**");

WHEREAS, the Contractor entities are electric and natural gas utility companies regulated by their respective Utility Regulatory Commission; and

WHEREAS, the Contractor entities now have on file with their respective Regulatory Commissions and/or with such other regulatory bodies that may have jurisdiction over the Contractor entity (hereinafter referred to collectively as the "**Commission**") all of its effective tariffs, rate schedules, riders, rules and regulatory terms and conditions of service, as applicable; and

WHEREAS, with some exceptions, the Government is generally required by Chapter 1 of Title 48 of the Federal Acquisition Regulation (FAR), 48 CFR 41.204, to enter into a bilateral contract for **Electric, Natural Gas and/or Energy Management Services** at each Federal facility where the value of the Services provided is expected to exceed \$100,000 annually; and

WHEREAS, where the Government has an areawide contract in effect with a particular utility, then such service is normally to be procured thereunder; and

WHEREAS, the Government is now purchasing such **Electric, Natural Gas and/or Energy Management Services** from the Contractor under various Areawide Public Utilities Contracts for **Electric, Electric Transmission, Natural Gas, Natural Gas Transportation and/or Energy Management Services** under multiple Areawide Contracts or other Service arrangement; and

WHEREAS, the Government and Contractor desire to consolidate the Contractor's various Areawide Contracts into a single Areawide Contract; and

WHEREAS, the Contractor and the Government mutually desire that this consolidated Areawide Contract be used by the Agencies of the Government in obtaining **Electric, Electric Transmission, Natural Gas, Natural Gas Transportation, Energy Management Services and/or services provided under the Appropriate Regulatory Authority** from the Contractor and to facilitate partnering arrangements as encouraged and authorized by P.L. 102-486 (Energy Policy Act of 1992) 10 U.S.C. 2865 and 42 U.S.C. 8256).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE 1. DEFINITIONS.

1.1. As used in this Areawide Contract, the following terms have the meaning as prescribed below:

(a) **"Areawide Contract"** means this master contract entered into between the Government and Contractor to cover the Service acquisitions of all Federal agencies in the franchised certificated service territory from Contractor for a period not to exceed ten (10) years.

(b) **"Agency"** means any Federal department, agency, or independent establishment in the executive branch of the Government, any establishment in the legislative or judicial branches of the Federal Government, or any wholly/mixed ownership Government corporation, as defined in the Government Corporation Control Act, a list of which Agencies may be found at ADM 4800.2E on the General Services Administration website.

(c) **"Ordering Agency"** means any Agency that enters into a bilaterally executed Authorization for procurement of **Electric, Natural GAS and/or Energy Management Services** under this Areawide Contract.

(d) **"Authorization"** means an order form used to acquire Services under this Areawide Contract (see **Exhibit "A" AUTHORIZATION FOR ELECTRIC SERVICE, Exhibit "B" AUTHORIZATION FOR NATURAL GAS SERVICE and Exhibit "C" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICES and/or Exhibit "D" AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY**) all of which are annexed hereto and incorporated herein.

(e) **"Termination Authorization"** means an order form used to discontinue or disconnect Services under this Areawide Contract (see **Exhibit "A" AUTHORIZATION FOR ELECTRIC SERVICE, Exhibit "B" AUTHORIZATION FOR NATURAL GAS SERVICE and Exhibit "C" AUTHORIZATION FOR ENERGY MANAGEMENT SERVICES and/or Exhibit "D" AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER THE APPROPRIATE REGULATORY AUTHORITY**).

(f) **"Service(s)"** means any **electric, electric transmission, natural gas, natural gas transportation, or energy management services** and/or services provided under the Appropriate Regulatory Authority that are generally available from the Contractor pursuant to Contractor's Tariffs or the Contractor's Terms and Conditions, whichever is applicable.

(g) **"Electric Service"** means regulated electric commodities, transmission, distribution, and/or related services.

(h) **"Natural Gas Service"** means regulated gas commodities (where applicable), transportation, distribution, and/or related services.

(i) **"Energy Conservation Measure"** means any specific energy related or water service intended to provide energy savings and/or demand reduction in Federal facilities (Reference Article 18 herein).

(j) **"Energy Management Service (EMS)"** measure means any project that reduces and/or manages energy demand in a facility as well as energy audits and any ancillary services necessary to ensure the proper operation of the energy conservation measure. Such measures include, but are not limited to, operating and maintenance and commissioning services (Energy Conservation Measure and Demand Side Management Measure are considered equivalent terms.) To be considered an EMS measure, the measure must satisfy all of the following requirements:

1. The EMS measure must produce measurable energy reductions or measurable amounts of controlled energy and/or water use;
2. The EMS measure must be directly related to the use of energy or directly control the use of energy or water;
3. The preponderance of work covered by the EMS measure (measured in dollars) must be for items 1 and 2 above; and
4. The EMS measure must be an improvement to real property or any action that is necessary to ensure the functionality of the EMS measure.

(k) "**Contractor's Tariffs**" means **State Regulatory Body** utility service tariffs, and includes rate schedules, riders, rules, regulations, and regulated terms and conditions of service as may be modified, amended or supplemented by the Contractor from time to time and, approved by the Commission.

(l) "**Contractor's Terms and Conditions**" for this Areawide Contract, means the terms, conditions, policies, payment terms and prices established by the Contractor for those Services that are provided pursuant to this Areawide Contract but not specifically subject to Commission approval.

(m) "**Connection Charge**" means a Contractor's charge for facilities on the Contractor's side of the delivery point which facilities (1) are required to make connections with the nearest point of supply and (2) are in accordance with the Contractor's Tariffs and the Commission's rules and regulations, installed, owned, maintained and operated by the Contractor.

(n) "**Class of Service**" or "**Service Classification**" means those categories of service established in the Contractor's Tariff as filed with the Commission.

(o) "**Hazardous Materials**" means

- i. those substances defined as "hazardous substances" pursuant to Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. Sections 9601 et seq.);
- ii. those substances designated as a "hazardous substance" pursuant to Section 311(b)(2)(A) or as a "toxic pollutant" pursuant to Section 307(a)(1) of the Clean Water Act (33 U.S.C. Sections 1251 et seq.);
- iii. those substances defined as "hazardous materials" pursuant to Section 103 of the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.);
- iv. those substances regulated as a "chemical substance or mixture" or as an "imminently hazardous chemical substance or mixture" pursuant to Section 6 or 7 of the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.);
- v. those substances defined as "contaminants" pursuant to Section 1401 of the Safe Drinking Water Act (42 U.S.C. Sections 300f et seq.), if present in excess of permissible levels;
- vi. those substances regulated pursuant to the Oil Pollution Act of 1990 (33 U.S.C. Sections 2701 et seq.);
- vii. those substances defined as a "pesticide" pursuant to Section 2(u) of the Federal Insecticide, Fungicide, and Rodenticide Act as amended by the Federal Environmental Pesticide Control Act of 1972 and by the Federal Pesticide Act of 1978 (7 U.S.C. Sections 136 et seq.);
- viii. those substances defined as a "source", "special nuclear" or "by-product" material pursuant to Section 11 of the Atomic Energy Act of 1954 (42 U.S.C. Section 2014 et seq.);
- ix. those substances defined as "residual radioactive material" in Section 101 of the Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. Sections 7901 et seq.);
- x. those substances defined as "toxic materials" or "harmful physical agents" pursuant to Section 6 of the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.);
- xi. those substances defined as "hazardous air pollutants" pursuant to Section 112(a)(6), or "regulated substance" pursuant to Section 112(a)(2)(B) of the Clean Air Act (42 U.S.C. Sections 7401 et seq.);
- xii. those substances defined as "extremely hazardous substances" pursuant to Section 302(a)(2) of the Emergency Planning & Community Right-to-Know Act of 1986 (42 U.S.C. Sections 11001 et seq.);
- xiii. those other hazardous substances, toxic pollutants, hazardous materials, chemical substances or mixtures, imminently hazardous chemical substances or mixtures, contaminants, pesticides, source materials, special nuclear materials, by-product materials, residual radioactive materials, toxic materials, harmful physical agents, air pollutants, regulated substances, or extremely hazardous substances defined in any regulations promulgated pursuant to any environmental Law, and
- xiv. all other contaminants, toxins, pollutants, hazardous substances, substances, materials and contaminants, polluted, toxic and hazardous materials, the use, disposition, possession or control of which is regulated by one or more Laws.

(p) "**Hazardous Wastes**" means those substances defined as "hazardous waste" pursuant to Section 1004(5) of the Resource, Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), and those other hazardous wastes defined in any regulations promulgated pursuant to any environmental Law.

1.2. This Article is hereby expanded to include the additional definitions contained in FAR Clause 52.202-1, Definitions (MAY 2001), 48 C.F.R. 52.202-1, which are incorporated herein by reference.

ARTICLE 2. SCOPE AND DURATION OF CONTRACT.

2.1. This Area Wide Contract shall be in effect on and after the 16 day of JUNE, 2014 ("**Effective Date**"), and shall continue for a period of ten (10) years ("**Term**"), except that the Government, pursuant to the clause contained in FAR 52.249-2 (48 C.F.R. 52.249-2), incorporated into this Areawide Contract under Article 14.1-34, or the Contractor, upon sixty (60) days written notice to the Government, and without liability to the Government or any Ordering Agency, may terminate this Areawide Contract, in whole or in part, when it is in their respective interest to do so, provided, however, that neither the stated duration of this Areawide Contract nor any other termination of it, in whole or in part, pursuant to such incorporated clause, this Article 2.1, or otherwise, shall be construed to affect any obligation for any payment, charge, rate, or other matter that may be imposed pursuant to the Contractor's Tariffs, rates, rules, regulations, riders, practices, or terms and conditions of Service as may be modified, amended, or supplemented by the Contractor and approved from time to time by the Commission.

2.2. Authorizations may be executed under this Areawide Contract at any time during the Term of this Areawide Contract, up to and including the last date this Areawide Contract is effective. Any Authorization negotiated and executed during the Term of Contract No. GS-00P-14-BSD-1055 shall be valid during the Term of this Areawide Contract, provided the total term of the individual Authorization does not exceed ten (10) years.

2.3. The provisions of this Areawide Contract shall not apply to the Contractor's Service to any Agency until both the Ordering Agency and the Contractor execute a written Authorization for **Electric, Natural Gas and/or Energy Management Services**. Upon bilateral execution of an Authorization, the Contractor agrees to furnish to the Ordering Agency, and the Ordering Agency agrees to purchase from the Contractor, the above noted Services for the installation(s) or facilities named in the Authorization pursuant to the terms of this Areawide Contract.

2.4. Nothing in this Areawide Contract shall be construed as precluding the Ordering Agency and the Contractor from entering into an Authorization for negotiated rates or Service of a special nature, provided such negotiated rates or Service are in accordance with the rules and regulations of the Commission, if applicable.

2.5. This Areawide Contract may be used by an Ordering Agency to obtain electric services that are offered by Contractor, as further described in 40 U.S.C. Section 591, to the extent it is applicable, (quoted here in relevant part): "A department, agency, or instrumentality of the Federal Government may not use amounts appropriated or made available by any law to purchase electricity in a manner inconsistent with State law governing the provision of electric utility service..."

To facilitate an Ordering Agency obtaining services under Contractor's standard agreements for utility service, an Exhibit "D" has been included in this Areawide Contract. This Exhibit "D" is designed so it also can be used by an Ordering Agency when a change requested by the Ordering Agency to Contractor's standard terms and conditions for utility service has been approved by the Appropriate Regulatory Authority.

ARTICLE 3. EXISTING CONTRACTS.

3.1. The parties agree that an Agency currently acquiring Service from the Contractor under a separate written contract may continue to do so until that contract expires or until such time as the Agency and the Contractor mutually agree to terminate that separate written contract and have such Service provided pursuant to this Areawide Contract by executing an appropriate Authorization or Authorizations.

3.2. Existing special rates and services of a special nature currently provided under a separate written contract may be continued under the Authorizations described in Article 3.1 if requested by the Ordering Agency and agreed upon by the Contractor.

ARTICLE 4. AUTHORIZATION PROCEDURE AND SERVICE DISCONNECTION.

4.1. To obtain or change Service under this Areawide Contract, the Ordering Agency shall complete the appropriate Authorization and forward it to the Contractor. Upon the request of the Ordering Agency, the Contractor shall endeavor to provide reasonable assistance to the Ordering Agency in selecting the service classification which may be most favorable to the Ordering Agency. Upon execution of an Authorization by both the Contractor and the Ordering Agency, the date of initiation or change in Service shall be effective as of the date specified in the Authorization. An executed copy of the Authorization shall be transmitted by the Ordering Agency to GSA at the address provided in Article 16.1.

4.2. During the Term of this Areawide Contract, effective Authorizations need not be amended, modified, or changed by an Ordering Agency to reflect changes in: accounting and appropriation data, the Contractor's Tariff, the Contractor's cost of purchased fuel, or the estimated annual cost of Service. Such changes are considered internal to the party involved. Where changes are required in effective Authorizations because of a change in the Service requirements of an Ordering Agency, an amended Authorization shall be mutually agreed upon and executed.

4.3. An Ordering Agency or the Contractor may discontinue Service provided pursuant to this Areawide Contract to a particular Federal facility or installation by delivering a written Termination Authorization to the other. Such discontinuance of Service by an Ordering Agency or the Contractor shall be in accordance with the terms of this Areawide Contract and the Contractor's Tariffs.

4.4. In the event the Areawide Contract is not renewed at the expiration of the contract term, any active authorizations for services shall be controlled by the Contract terms and conditions in effect at the time of award.

ARTICLE 5. RATES, CHARGES, AND PUBLIC REGULATION.

5.1. A complete listing of all Contractor's Tariffs, as amended, supplemented, modified and revised from time to time, is available to the Government and any Ordering Agency electronically at the Contractor's website accessible via <http://www.duke-energy.com/rates/default.asp>.

5.2. Subject to the provisions of Article 2.3, all **Electric, Natural Gas and/or Energy Management Services** purchased under this Areawide Contract, as well as any other action under this Areawide Contract shall be in accordance with, and subject to, the Contractor's Tariffs, except to the extent that same are preempted by Federal law. Throughout the Term of the Areawide Contract, the Government shall have full access to the Contractor's currently effective Tariffs. In the event the Contractor's Tariffs become inaccessible via the internet or the Ordering Agency does not have access to the internet, the Contractor agrees to provide newly effective or amended Tariffs in accordance with the Contractor's Tariff distribution practices, policies and procedures applicable to all customers.

5.3. If, during the Term of this Areawide Contract, the Commission approves a change in rates for services specified in Authorizations in effect hereunder, the Contractor agrees to continue to furnish, and the Ordering Agency agrees to continue to pay for, those Services at the newly approved rates from and after the date such rates are made effective. As provided in Article 4.2, modification of any Authorization hereunder is not necessary to implement higher or lower rates.

5.4. The Contractor hereby represents and warrants to the Government that the Service rates available to any Ordering Agency hereunder shall at all times not exceed those available to any other customer served under the same Service Classification for the same or comparable service, under like conditions of use. Nothing herein shall require the Contractor to apply service rates that are inapplicable to the Ordering Agency.

5.5. Reasonable written notice via an Authorization shall be given by the Ordering Agency to the Contractor, at the address provided in Article 16.2, of any material changes proposed in the volume or characteristic of utility services required by the Ordering Agency.

5.6. To the extent required by the Contractor's Tariffs, the Commission's rules and regulations, or the Contractor's policies and practices applicable to all customers, and in accordance therewith, any necessary extension, alteration, relocation, or reinforcement of the Contractor's transmission or distribution lines, related special facilities, Service arrangements, demand side management services (including any rebates to which the Ordering Agency may be entitled), energy audit services, or other Services required or requested by an Ordering Agency shall be provided and, as applicable, billed for, by the Contractor. To the extent available from the Contractor, the Contractor shall provide and, as applicable, bill for such technical assistance on or concerning an Ordering Agency's equipment (such as the inspection or repair of such equipment) as may be requested by such Ordering Agency. The charges for such technical assistance shall be calculated at the time the technical assistance is rendered, as mutually agreed upon by the Contractor and the Agency, and shall comply with Contractor's Tariffs, if applicable. The Authorization or any other agreement used to obtain and provide the matters, Services, or technical assistance described in this Article 5.6 shall contain information descriptive of the matters, Services, or technical assistance required or requested, including the amount of (or method to determine) any payment to be made by the Ordering Agency to the Contractor for the provision of said matters, Services, or technical assistance.

5.7. Any charges for matters or Services referenced in Article 5.6 hereof which are not established by the Contractor's Tariffs shall be subject to audit by the Ordering Agency prior to payment provided, however, that notwithstanding such right to audit, payment for the matters and Services referenced in Article 5.6 thereof shall not be unreasonably withheld or denied. The Contractor further warrants and represents to the Government that charges for the matters or Services referenced in Article 5.6 hereof will not exceed the charges billed to other customers of the Contractor served under the same Service Classification for like matters or Services provided under similar circumstances.

5.8. The requirements of the Disputes clause at FAR 52.233-1 are supplemented to provide that matters involving the interpretation of Contractor's Tariff(s) are subject to the jurisdiction and regulation of the utility rate commission having jurisdiction.

ARTICLE 6. BILLS AND BILLING DATA.

6.1 The **Electric, Natural Gas and/or Energy Management Services** supplied hereunder shall be billed to the Ordering Agency at the address specified in each Authorization. Bills shall be submitted in original only, unless otherwise specified in the Authorization. All bills shall contain such data as is required by the Commission to substantiate the billing and such other reasonable and available data as may be requested by the Ordering Agency, provided that such other data are contained in bills provided to other customers of the Contractor served under the same Service Classification as the Ordering Agency.

ARTICLE 7. PAYMENTS FOR SERVICES.

7.1. Payments hereunder shall not be paid in advance of Services rendered. The Ordering Agency shall effect payment of all bills for regulated Services rendered under this Areawide Contract in accordance with the terms of the Contractor's Tariff. All bills are rendered as "net" bills which will be subject to a late payment charged of three percent (3%) of net bill when not paid within seventeen (17) days following the mailing of the bill provided, however, that any customer requesting an adjusted due date shall be allowed an additional period of time for payment of the net bill as hereinafter provided. Contractor may, at its option, forego the assessment of a late payment charge. Changes in the Contractor's Tariff provisions for the payment of bills shall supersede the provisions of this paragraph to the extent of the applicability of such changes.

7.2. The Ordering Agency will make invoice payments for Services not subject to the direct oversight of the Commission in accordance with the provisions of the FAR Subpart 52.232-25 (Article 14.1-16). The interest rate for late payments made pursuant to this clause shall be computed in accordance with the Office of Management and Budget prompt payment regulations at 5 C.F.R. 1315.

7.3. Payments hereunder shall not normally be made in advance of services rendered in accordance with 48 C.F.R. Subpart 32.4, unless required by the Contractor's Tariff. The applicability of this provision is limited to connection charge and line extension payments specifically cited in the Contractor's Tariff.

7.4. Each payment made by Treasury check to the Contractor shall include the Contractor's billing stub(s), or a Government or Ordering Agency payment document, that clearly and correctly lists all of the Contractor's account numbers to which the payment applies and the dollar amount applicable to each account. If payment is by Electronic Funds Transfer either through the Automated Clearing House (ACH) or the Federal Reserve Wire Transfer System, the provisions of FAR Subpart 52.232-34 shall apply (See Article 14).

ARTICLE 8. CONTRACTOR-OWNED METERS.

8.1. Metering equipment of standard manufacture suitable to measure all utility services supplied by the Contractor hereunder shall be furnished, installed, calibrated and maintained by the Contractor at its expense. In the event any meter fails to register or registers incorrectly, as determined by the regulations of the Commission, billing adjustments shall be made in accordance with such regulations.

8.2. The Contractor, so far as possible, shall read all meters monthly in accordance with the Contractor's Tariff and the Commission's regulations.

8.3. Meters shall be inspected upon installation at no direct charge to the Ordering Agency. Subsequent inspection, periodic testing, repair, and replacement of meters shall be done in such place and manner as provided by the Commission's regulations. Upon notice that a meter is failing to register correctly, the Contractor shall take immediate steps to effect replacement or repair. Ordering Agencies shall have the right to request a meter test in accordance with the procedures prescribed in the Commission's regulations. The tests and applicable meter accuracy standards are those set forth in the Commission's regulations. The expense of meter tests shall be borne by the party designated as responsible therefore in the Commission's regulations.

8.4. For the purposes of this Article 8, references to meters shall apply only to Contractor-owned metering devices installed and maintained by the Contractor in accordance with Commission guidelines for utility service(s). References to meters under this Article shall not apply to meters that are to be installed by the Contractor at the request of an Ordering Agency, to be owned by the Government as a part of an Authorization for Energy Management Service or other Service.

ARTICLE 9. EQUIPMENT AND FACILITIES.

9.1. Subject to the provisions of Article 5.6 hereof, the responsibility for owning, furnishing, installing, and maintaining all equipment and facilities (other than meters) required to supply service at the delivery point(s) specified in an Authorization shall be determined in accordance with the Contractor's regulated Tariffs. The Ordering Agency shall provide, free of charge to the Contractor, mutually agreeable locations on its premises for the installation of meters and such other equipment furnished and owned by the Contractor and necessary to supply Service hereunder. The Contractor shall, at all times during the Term of this Areawide Contract, operate and maintain at its expense such equipment or facilities as for which it has responsibility in accordance with this Article 9.1, and shall assume all taxes and other charges in connection therewith. Notwithstanding anything to the contrary in FAR 52.241-5 (Contractor's Facilities (FEB 1995)), to the extent required by the Contractor's Tariffs and the Commission's rules and regulations, and in accordance thereof, such equipment and facilities as for which the Contractor has responsibility in accordance with this Article 9.1 shall be removed, or any underground equipment or facilities for which the Contractor has responsibility in accordance with this Article 9.1, such underground equipment or facilities may be abandoned, and in both cases, the Agency's premises restored, by the Contractor at its expense, within a reasonable time after discontinuance of service to the Ordering Agency.

9.2. All necessary rights-of-way, easements and such other rights necessary to permit the Contractor to perform under this Areawide Contract shall be obtained and the expense for same borne in accordance with the Contractor's Tariffs and the Commission's rules and regulations.

ARTICLE 10. LIABILITY.

10.1. If the Government and/or an Ordering Agency has limited or restricted the Contractor's right of access under Article 11 and thereby interfered with the Contractor's ability to supply service or to correct dangerous situations which are a threat to public safety, the Government shall be responsible for any liability resulting from such restricted or limited access to the extent permitted by law and authorized by appropriations. This Article (10.1) shall not be construed to limit the Government's liability under applicable law.

10.2. The Contractor's liability to the Government and to any Ordering Agency for any failure to supply Service, for any interruptions in Service, and for any irregular or defective Service shall be determined in accordance with the Contractor's Tariffs.

10.3. Except as provided above, and in accordance with the Contractor's Tariff and Terms and Conditions of Service, the Government shall not be liable for damage or injury to any person or property, including death, occasioned solely by the Contractor's, its employees' or agents' negligent installation, use, operation or intentional misuse of the Contractor's equipment or facilities.

10.4. In accordance with the Contractor's Tariff and/or Terms and Conditions of Service, neither the Contractor nor its employees or agents, shall be liable for damage or injury to any person or property, including death, occasioned solely by the negligent installation, use, operation or intentional misuse of Contractor's equipment or facilities by the Government, its employees or agents.

10.5. The Contractor shall not be liable for incidents arising out of or in any way connected with the violation or compliance with any local, state or federal environmental law or regulation resulting from pre-existing conditions at a Government job site, release or spill of any pre-existing Hazardous Materials or Hazardous Waste, or out of the management and disposal of any pre-existing contaminated soils or ground water, hazardous or non-hazardous, removed from the ground as a result of work performed by the Contractor.

10.6. The Government agrees to accept full responsibility for and bear all costs associated with pre-existing environmental liability. Responsibility for testing, abatement, remediation, and/or disposal of Hazardous Material, including, but not limited to, contaminated soil, lead paint, asbestos, fuel oil, or underground fuel oil tanks, shall remain with the Government. Where there is reason to suspect that Hazardous Material is present at the work site, or where Hazardous Material is encountered during the course of work being performed, the Contractor shall stop work, notify the Contracting Officer and Activity personnel, and request that the Government test the work site for such Hazardous Material and appropriately abate and dispose of such Hazardous Material. Once the work site has been cleared of all Hazardous Material, the Contractor shall resume work in that area.

ARTICLE 11. ACCESS TO PREMISES.

11.1. The Contractor shall have access to the premises served at all reasonable times during the Term of any Exhibit executed under this Areawide Contract and for a reasonable period of time following its expiration or termination, whichever occurs earliest, to perform certain work, which shall include but not be limited to the following: for the purpose of reading meters, making installations, repairs, or removals of the Contractor's equipment, or for any other proper purposes hereunder provided, however, that proper military or other governmental authority may limit or restrict such right of access in any manner considered by such authority to be reasonably necessary or advisable. However, any such limitation or restriction shall not be to the extent to prohibit the Contractor's ability to complete all work incident to the termination or expiration of this Areawide Contract.

ARTICLE 12. PARTIES OF INTEREST.

12.1. This Areawide Contract shall be binding upon and inure to the benefit of the successors, legal representatives, and assignees of the respective parties hereto.

12.2. When the Contractor becomes aware that a change in ownership or company name has occurred, or is certain to occur, the Contractor shall notify the Contracting Officer at the address provided in Article 16.1 not later than thirty (30) days after the effectiveness of any such ownership or name change. In the event the Contractor fails to make the notification required by this Article 12.2, the Government cannot guarantee the timely payment of outstanding invoices in accordance with the provisions of Article 7.1; however, the Government shall be responsible for all payments related to the Services provided by the Contractor hereunder.

ARTICLE 13. REPRESENTATIONS AND CERTIFICATIONS.

13.1. This Areawide Contract incorporates by reference the representations and certifications made by the Contractor which shall be filed annually electronically at www.sam.gov.

13.2. Contractor represents that the following persons are currently authorized to negotiate and execute on its behalf with the U.S. Government in connection with this Areawide Contract: (List names, titles, and telephone numbers of the authorized negotiators):

1. Chuck Whitlock - President Midwest Commercial Generation & V.P. Gas Operations, Commercial Businesses, Duke Energy Business Services, LLC, (513) 287-2534
2. Jeff Kern - Manager Gas Resources, Gas Operations, Duke Energy Business Services, LLC, (513) 287-2837
3. Joni Davis - V.P. Large Account Management, Customer Services, Duke Energy Carolinas, LLC, (704) 382-2119
4. Dale Townsend - Director Business Strategy National/Federal, Large Account Mgmt., Duke Energy Carolinas, LLC (704) 382-0429
5. Robert (Bob) Dupuis - Senior Large Account Executive, Business Strategies National/Federal Accounts, Duke Energy Progress, Inc., (910) 346-1457
6. Kerry Vestile - Director Large Account Management, Duke Energy Indiana, Inc., (317) 838-6262
7. Gayle Lanier - Sr. V.P. Chief Customer Officer, Duke Energy Progress, Inc., (704) 382-5200
8. Michael Luhrs - V.P. Retail Programs, Duke Energy Progress, Inc., (704) 382-4926
9. Greg Fields - Dir. Energy Services, Retail Programs, Duke Energy Charlotte, LLC (704) 382-4521

Contractor reserves the right to amend the above-list of persons at any time by delivering written notice to the Government at the address provided in Article 16.1.

ARTICLE 14. SUPPLEMENTAL CLAUSES.**14.1. 52.252-2** Clauses Incorporated by Reference. (FEB 1998)

This Areawide Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.arnet.gov>.

	<u>FAR REF</u>	<u>Federal Acquisition Regulation</u>
(1)	52.202-1	Definitions (NOV 2013)
(2)	52.203-3	Gratuities (APR 1984)
(3)	52.203-5	Covenant Against Contingent Fees (APR 1984)
(4)	52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
(5)	52.203-7	Anti-Kickback Procedures (OCT 2010)
(6)	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
(7)	52.204-4	Printed/Copied Double-Sided on Recycled Paper (MAY 2011)
(8)	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)
(9)	52.211-10	Commencement, Prosecution and Completion of Work (APR 1984)*
(10)	52.215-19	Notification of Ownership Changes (OCT 1997)
(11)	52.219-8	Utilization of Small Business Concerns (MAY 2004)
(12)	52.219-9	Small Business Subcontracting Plan (JUL 2013)
(13)	52.222-21	Prohibition of Segregated Facilities (FEB 1999)
(14)	52.222-26	Equal Opportunity (MAR 2007)
(15)	52.223-14	Toxic Chemical Release Reporting
(16)	52.229-1	State and Local Taxes (APR 1984)
(17)	52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)*
(18)	52.232-25	Prompt Payment (JUL 2013)
(19)	52.232-23	Assignment of Claims (JAN 1986)
(20)	52.232-34	Electronic Funds Transfer Payment (JUL 2013)
(21)	52.233-1	Disputes (JULY 2002)
(22)	52.236-5	Material and Workmanship (APR 1984)*
(23)	52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
(24)	52.241-2	Order of Precedence – Utilities (FEB 1995)
(25)	52.241-3	Scope and Duration of Contract (FEB 1995)*
(26)	52.241-4	Change in Class of Service (FEB 1995)*
(27)	52.241-5	Contractor's Facilities (FEB 1995)*
(28)	52.241-8	Changes in Rates or Terms and Conditions of Service for Unregulated Services (FEB 1995)*
(29)	52.241-11	Multiple Service Locations (FEB 1995)*
(30)	52.242-13	Bankruptcy (JUL 1995)
(31)	52.243-1	Changes-Fixed Price (AUG 1987)
(32)	52.244-5	Competition in Subcontracting (Dec 1996)
(33)	52.249-	Default (Particular version to be specified in Exhibit)*
(34)	52.249-2	Termination for Convenience of the Government (Fixed Price) (APR 2012)
(35)	52.253-1	Computer Generated Forms (JAN 1991)
(36)	52.232-27	Prompt Payment for Construction Contracts (JUL 2013)*

Clauses marked with an asterisk (*) are only applicable if checked on an Exhibit, and only to the work ordered on that Exhibit.

14.2 Unregulated Services.

Pursuant to this Areawide Contract, the Contractor may provide energy related services that are not subject to rate and tariff regulations by the Commission under a pre-approved alternative (FAR 52.241-8) that demonstrates the Contractor will provide these services under terms and conditions that are competitive and otherwise in the best interests of the Ordering Agency. If, as demonstrated by the Ordering Agency, the conditions for use of this pre-approved alternative cannot be satisfied, then the Ordering Agency should consider the requirement of the Competition

in Contracting Act of 1984 and the extent to which a competitive acquisition process is required to select and award a contract for these unregulated services. If an Authorization under this Areawide Contract is utilized, the prices and terms and conditions for unregulated services offered by the Contractor shall be negotiated subject to the requirements of FAR 41.5, subject to the general requirements of FAR 52.241-8.

14.3 Repeal of Clauses During Term of Areawide Contract.

If, during the Term of this Areawide Contract, any of the clauses contained in this Article are repealed, revoked, or dissolved by the Government, then such clauses shall no longer be part of this Areawide Contract as of the date of such repeal, revocation, or dissolution. The elimination of these clauses by reason of such repeal, revocation, or dissolution shall not affect the continuing validity and effectiveness of the remainder of this Areawide Contract or other clauses referenced in this Article. The parties' conduct thereafter shall be modified accordingly and reflect the repeal, revocation, or dissolution as related to their respective rights and obligations hereunder.

14.4 Clauses Incorporated in Full Text.

1. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act.

As prescribed in 22.1605, insert the following clause:

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at www.dol.gov/plms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended

or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this Clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

2. 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)

The items included in Contractor's Tariff are available to the government and any Ordering Agency electronically at the Contractor's website, <http://www.duke-energy.com/rates/default.asp>. In addition, the government and any Ordering Agency may register at the website maintained by each of the respective Regulatory Commissions for each docket opened regarding Contractor for automatic electronic notifications pertaining to that docket. Contractor shall comply with the Commission's regulatory requirements applicable to notifications to Contractor customers for changes to Contractor's Tariff.

(End of clause)

3. The requirements of the Disputes clause at Federal Acquisition Regulation (FAR) 52.233-1 are supplemented to provide that matters involving the interpretation of tariffed retail rates, tariff rate schedules, and tariffed terms provided under this Areawide contract are subject to the jurisdiction and regulation of the utility rate commission having jurisdiction.

14.4 State Taxes.

The contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Government agrees either to pay the amount of the state or local taxes to the Contractor or provide evidence necessary to sustain an exemption from such taxes.

ARTICLE 15. SMALL BUSINESS SUBCONTRACTING PLAN.

15.1. Attached hereto and made a part hereof by reference is a SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS, SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY & ECONOMICALLY DISADVANTAGED INDIVIDUALS, HUB ZONE BUSINESS CONCERNS, WOMAN OWNED SMALL BUSINESS CONCERNS, VETERAN-OWNED SMALL BUSINESSES CONCERNS AND DISABLED VETERAN-OWNED BUSINESSES negotiated between the Contractor and the Government, which is applicable on a company wide basis pursuant to the requirements of Section 211 of P.L. 95-507, as amended (15 U.S.C. 637(d)). The Contractor expressly understands that this subcontracting plan is an annual plan and hereby agrees to submit a new subcontracting plan by November 30th of each year during the Term of this Areawide Contract.

15.2. Information and announcements concerning current developments in the GSA Small Business Subcontracting Program are available on the GSA Energy Division web site accessible via <http://www.gsa.gov/energy>.

ARTICLE 16. NOTICES.

16.1. Unless specifically provided otherwise, all notices required to be provided to the Government under this Areawide Contract shall be mailed to: U. S. General Services Administration, PBS, Office of Facilities Management and Services Program; Director, Energy Division, 1800 F Street, NW Room 5116, Washington, DC 20405.

16.2. All inquiries and notices to the Contractor regarding this Areawide Contract shall be mailed to: Jim Sublett, Lead Sourcing Specialist, Duke Energy Business Services LLC, 1000 East Main Street, Mail Code: WP681, Plainfield, IN 46168 (**Telephone Number:** (317) 838-6882), (**E-mail:** Jim.Sublett@duke-energy.com) or to such other person as the Contractor may hereafter designate in writing.

16.3. The Ordering Agency shall provide GSA with a copy of all fully executed Exhibit "C" Authorizations for Energy Management Service including any applicable attachments at the address provided in Article 16.1.

ARTICLE 17. REPORTING.

The Contractor shall provide, as prescribed and directed by the Contracting Officer, an annual report on Subcontracting Plan Achievements, in accordance with the approved subcontracting plan for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals by October 30 of each year during the Term of this Areawide Contract. The report shall be submitted electronically utilizing the Small Business Administration's Electronic Subcontracting Reporting System. The website address of system can be found at <http://www.esrs.gov>.

ARTICLE 18. UTILITY ENERGY SERVICE CONTRACTS.

18.1. Measurement and verification: Energy Conservation Measures (ECM) will not be normally considered unless a net overall energy usage or cost reduction can be demonstrated and verified. Verification standards for energy projects are established in the North-American Energy Measurement and Verification Protocol (NEMVP), published by the Department of Energy's Federal Energy Management Program (FEMP).

18.2. Unless otherwise provided by law, the following provisions shall apply:

(a) Payment for energy conservation measures, when authorized as Energy Management Service (EMS), shall be equal to the direct cost of capital or financing amortized over a negotiated payment term commencing on the date of acceptance of the completed installation;

(b) The payment term for Authorizations involving energy conservation measures should be calculated to enable the Ordering Agency's payment(s) to be lower than the estimated cost savings to be realized from its implementation. In no event, however, shall this term exceed eighty percent (80%) of the useful life of the equipment/material to be installed.

18.3. Subcontracting: The Contractor may perform any or all of its requested Services through subcontractors, including its unregulated affiliates. ECM subcontractors shall be competitively selected in accordance with FAR 52.244-5 (Article 14.1-24 herein). Subcontractor selection shall be based on cost, experience, past performance and other such factors as the Contractor and the Ordering Agency may mutually deem appropriate and reasonably related to the Government's minimum requirements. Upon request by the Government, the Contractor shall make available to the contracting officer all documents related to the selection of a subcontractor. In no event shall the Service be provided by subcontractors listed as excluded from Federal Procurement Programs maintained by GSA pursuant to 48 C.F.R. 9.404 (Article 14.1-8 herein).

18.4. For all Authorizations involving Energy Conservation Measures, it is desirable to have a Warranty Clause that addresses the specific needs and requirements of the work being performed and equipment that is to be provided by the Contractor; however, in the absence of a Warranty Clause in the Authorization, the following language will serve as the default Clause:

The Company shall pass through to the Agency all warranties on equipment installed or provided by it or its subcontractors on Government property with the following representation:

CONTRACTOR ACKNOWLEDGES THAT THE UNITED STATES OF AMERICA WILL OWN OR LEASE THE EQUIPMENT AND/OR MATERIALS BEING INSTALLED OR SUPPLIED HEREUNDER, AND, ACCORDINGLY, AGREES THAT ALL WARRANTIES SET FORTH HEREIN, OR OTHERWISE PROVIDED BY LAW IN FAVOR OF GOVERNMENT SHALL INURE ALSO TO THE BENEFIT OF THE UNITED STATES AND THAT ALL CLAIMS ARISING FROM ANY BREACH OF SUCH

WARRANTIES OR AS A RESULT OF DEFECTS IN OR REPAIRS TO SUCH EQUIPMENT OR SUPPLIES MAY BE ASSERTED AGAINST **CONTRACTOR** OR MANUFACTURER DIRECTLY BY THE UNITED STATES OF AMERICA.

18.5. The Ordering Agency shall submit to GSA a copy of all preliminary energy audit results or energy conservation measure analysis for review and compliance with Federal regulations and policy. Upon written confirmation of the aforementioned information, the Ordering Agency may negotiate Task Orders with the Contractor for the implementation of the energy conservation measures described in the preliminary documents. The Ordering Agency shall provide GSA with copies of fully executed Exhibit "C" Authorizations for any Energy Management Services resulting from confirmed/approved energy audits, including any applicable attachments, at the address provided in Article 16.1.

18.6. Contractor's Responsibilities under this Areawide Contract:

(a) The Contractor shall not provide Energy Management Service to Federal facilities unless the facility is a current customer or prospective customer of the regulated utility within the franchised service territory of the utility company providing such services.

(b) The work that is to be performed under the Authorization for Energy Management Services shall be limited to work resulting in a direct reduction in energy usage (see Article 1.1(j)) and any modification or repair that is necessary as a direct result of the installation of the ECM.

ARTICLE 19. MISCELLANEOUS.

19.1. Contract administration: The Ordering Agency shall assist in the day-to-day administration of the Service being provided to it under an Authorization.

19.2. Anti-Deficiency: Unless otherwise authorized by Public Law or Federal Regulation, nothing contained herein shall be construed as binding the Government to expend, in any one fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the matter of any Authorization executed in accordance with this Areawide Contract or to involve the Government in an obligation for the future expenditure of monies before an appropriation is made (Anti-Deficiency Act, 31 U.S.C. 1341.A.1).

19.3. Obligation to Serve: Nothing contained in this Areawide Contract shall obligate the Contractor to take any action which it may consider to be detrimental to its obligations as a public utility.

19.4. Term of Authorizations: It is recognized that during the Term of this Areawide Contract, situations and/or requirements may arise where it may be desirable that the term of service to an Ordering Agency's facility extend beyond the Term of this Areawide Contract. In such event, the particular Authorization involved may specify a term extending beyond the Term of this Areawide Contract, provided that it is within the contracting authority of the Ordering Agency and appropriate termination liability provisions have been negotiated between the Contractor and Ordering Agency to address unamortized balances for connection charge or energy management service projects.

19.5. Indemnification: Any indemnification language contained in standard form agreements executed between the Ordering Agency and the Contractor shall be binding upon the Federal Government only to the extent authorized by opinions of the Government Accountability Office and the Federal Torts Claims Act.

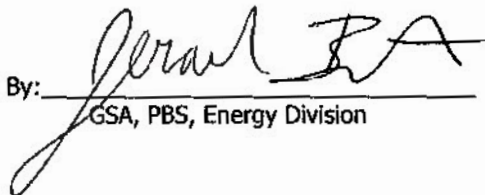
19.6. Waiver of Sovereign Immunity: Any language contained in standard form agreements executed between the Ordering Agency and the Contractor shall not be construed to waive the federal government's sovereign immunity, and may not be applicable where the federal government's sovereign immunity has not otherwise been waived by statutory law.

IN WITNESS WHEREOF, the parties have executed this Areawide Contract as of the day and the year first above written.

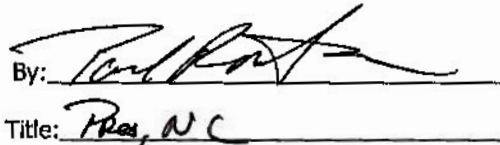
UNITED STATES OF AMERICA
Acting through the Administrator
of General Services

By: 
GSA, PBS, Energy Division
Contracting Officer

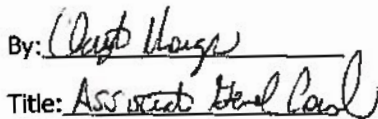
ATTEST:

By: 
GSA, PBS, Energy Division

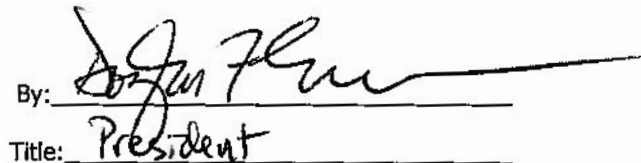
DUKE ENERGY CAROLINAS LLC

By: 
Title: Pres, NC

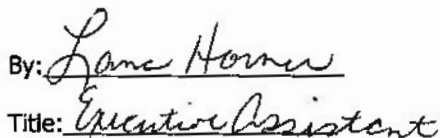
ATTEST:

By: 
Title: Associate General Counsel

DUKE ENERGY INDIANA, INC.

By: 
Title: President

ATTEST:

By: 
Title: Executive Assistant

DUKE ENERGY KENTUCKY, INC.

OFFICIAL COPY

JUL 28 2023

ATTEST:

By: [Signature]
Title: President

By: Christine E. Emerick
Title: Exec. Assistant

DUKE ENERGY OHIO, INC.

ATTEST:

By: [Signature]
Title: President

By: Christine E. Emerick
Title: Exec. Assistant

DUKE ENERGY PROGRESS, INC.

ATTEST:

By: [Signature]
Title: Pres, NC

By: Clayton Morgan
Title: Associate General Counsel

DUKE ENERGY FLORIDA, INC.

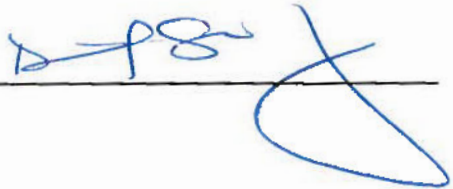
ATTEST:

By: [Signature]
Title: President, FL

By: Clayton Morgan
Title: Associate General Counsel

CERTIFICATE

I, David S. Maltz, certify that I am Secretary of **Duke Energy Carolinas LLC**, named as Contractor in the negotiated Areawide Public Utility Contract No. GS-OOP-14-BSD-___; that Paul R. Newton, who signed said Areawide Public Utility Contract on behalf of the Contractor, was then President of said Corporation; and that said Areawide Public Utility Contract was duly signed for and on behalf of said Corporation and is within the scope of its corporate powers.

/s/ 

(Corporate Seal)

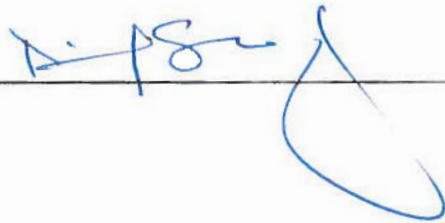


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CERTIFICATE

I, David S. Maltz, certify that I am Corporate Secretary of **Duke Energy Indiana, Inc.**, named as Contractor in the negotiated Areawide Public Utility Contract No. GS-OOP-14-BSD-1055; that Douglas F Esamann, who signed said Areawide Public Utility Contract on behalf of the Contractor, was then President of said Corporation; and that said Areawide Public Utility Contract was duly signed for and on behalf of said Corporation and is within the scope of its corporate powers.

/s/ 

(Corporate Seal)

OFFICIAL COPY

Jul 28 2023

CERTIFICATE

I, David S. Maltz, certify that I am Corporate Secretary of **Duke Energy Kentucky, Inc.**, named as Contractor in the negotiated Areawide Public Utility Contract No. GS-OOP-14-BSD-1055; that James P. Henning, who signed said Areawide Public Utility Contract on behalf of the Contractor, was then President of said Corporation; and that said Areawide Public Utility Contract was duly signed for and on behalf of said Corporation and is within the scope of its corporate powers.

/s/ 

(Corporate Seal)

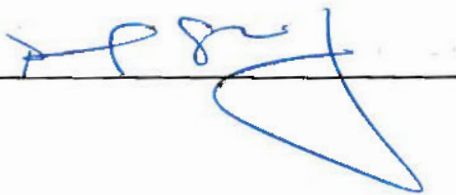


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CERTIFICATE

I, David S. Maltz, certify that I am Corporate Secretary of **Duke Energy Ohio, Inc.**, named as Contractor in the negotiated Areawide Public Utility Contract No. GS-OOP-14-BSD-1055; that James P. Henning, who signed said Areawide Public Utility Contract on behalf of the Contractor, was then President of said Corporation; and that said Areawide Public Utility Contract was duly signed for and on behalf of said Corporation and is within the scope of its corporate powers.

/s/ 

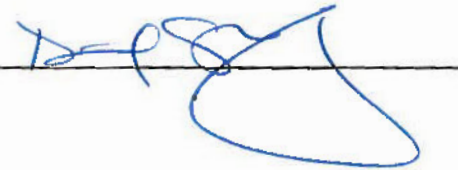
(Corporate Seal)

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CERTIFICATE

I, David S. Maltz, certify that I am Corporate Secretary of **Duke Energy Progress, Inc.**, named as Contractor in the negotiated Areawide Public Utility Contract No. GS-OOP-14-BSD-~~115~~¹¹⁶; that Paul R. Newton, who signed said Areawide Public Utility Contract on behalf of the Contractor, was then President of said Corporation; and that said Areawide Public Utility Contract was duly signed for and on behalf of said Corporation and is within the scope of its corporate powers.

/s/ 

(Corporate Seal)

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CERTIFICATE

I, David S. Maltz, certify that I am Secretary of **Duke Energy Florida, Inc.**, named as Contractor in the negotiated Areawide Public Utility Contract No. GS-OOP-14-BSD-~~105~~¹⁰⁶; that R. Alexander Glenn, who signed said Areawide Public Utility Contract on behalf of the Contractor, was then President of said Corporation; and that said Areawide Public Utility Contract was duly signed for and on behalf of said Corporation and is within the scope of its corporate powers.

/s/ 

(Corporate Seal)



EXHIBIT "A"Contractor's ID NO. _____ (Optional)
Ordering Agency's ID _____ (Optional)**AUTHORIZATION FOR ELECTRIC SERVICE, CHANGE IN ELECTRIC SERVICE,
OR DISCONNECTION AND/OR TERMINATION OF ELECTRIC SERVICE UNDER
CONTRACT NO. GS-OOP-14-BSD-1055**Ordering Agency: _____
Address: _____

Pursuant to Contract No. GS-OOP-14-BSD-1055 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Article 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: _____
SERVICE ADDRESS: _____NATURE OF SERVICE: ☐ Connect, ☐ Change, ☐ Disconnect, ☐ Continue Service, ☐ DSM Work,
☐ Line Extension, Alteration, Relocation, or Reinforcement, ☐ Special FacilitiesOTHER TERMS AND CONDITIONS: _____
Attach any other relevant terms and conditions under which service will be provided.

POINT OF DELIVERY: _____

TERM OF SERVICE: From _____ through _____.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO. _____*, Hereafter amended or modified by the regulatory body having jurisdiction. (see article 5 of this contract.)

ESTIMATED ANNUAL ENERGY USAGE: _____ KWH, ESTIMATED DEMAND: _____ KW

ESTIMATED ANNUAL SERVICE COST: \$ _____

ESTIMATED CONNECTION/SPECIAL FACILITIES CHARGE: \$ _____ (If applicable)**

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: _____

FOR CONNECTION/SPECIAL FACILITIES CHARGE: _____

CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):

- (1) _____ 52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
 (2) _____ 52.236-5 Material and Workmanship (APR 1984)
 (3) _____ 52.241-4 Change in Class of Service (FEB 1995)
 (4) _____ 52.241-3 Scope and Duration of Contract (FEB 1995)
 (5) _____ 52.241-5 Contractor's Facilities (FEB 1995)
 (6) _____ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) (Use Full Text of Clause)
 (7) _____ 52.241-11 Multiple Service Locations (FEB 1995)
 (8) _____ 52.243-1 Changes-Fixed Price (AUG 1987)
 (9) _____ 52.249- Default (_____) (Specify appropriate Clause)

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:

_____ in _____ copies.
The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

(Ordering Agency)

By: _____

Authorized Signature

Title: _____

Date: _____

(Contractor)

By: _____

Authorized Signature

Title: _____

Date: _____

* Include a reference to the applicable rate schedule, and attach a copy of such schedule.

** If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.)

NOTE:

A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

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EXHIBIT "B"Contractor's ID NO. _____ (Optional)
Ordering Agency's ID _____ (Optional)**AUTHORIZATION FOR GAS SERVICE, CHANGE IN GAS SERVICE,
OR DISCONNECTION AND/OR TERMINATION OF GAS SERVICE UNDER
CONTRACT NO. GS-OOP-14-BSD-1055**Ordering Agency: _____
Address: _____

Pursuant to Contract No. GS-OOP-14-BSD-1055 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Article 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: _____
SERVICE ADDRESS: _____NATURE OF SERVICE: ☐ Connect, ☐ Change, ☐ Disconnect, ☐ Continue Service, ☐ DSM Work,
☐ Line Extension, Alteration, Relocation, or Reinforcement, ☐ Special FacilitiesOTHER TERMS AND CONDITIONS: _____
Attach any other relevant terms and conditions under which service will be provided.POINT OF DELIVERY: _____

TERM OF SERVICE: From _____ through _____.

SERVICE HEREUNDER SHALL BE UNDER RATE SCHEDULE NO. _____*, Hereafter amended or modified by the regulatory body having jurisdiction. (see article 5 of this contract.)

ESTIMATED ANNUAL USAGE: _____ MCF, ESTIMATED DEMAND: _____ MCF

ESTIMATED ANNUAL SERVICE COST: \$ _____

ESTIMATED CONNECTION/SPECIAL FACILITIES CHARGE: \$ _____ (if applicable)**

ACCOUNTING AND APPROPRIATION DATA FOR SERVICE: _____
FOR CONNECTION/SPECIAL FACILITIES CHARGE: _____**CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):**

- (1) _____ 52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
 (2) _____ 52.236-5 Material and Workmanship (APR 1984)
 (3) _____ 52.241-4 Change in Class of Service (FEB 1995)
 (4) _____ 52.241-3 Scope and Duration of Contract (FEB 1995)
 (5) _____ 52.241-5 Contractor's Facilities (FEB 1995)
 (6) _____ 52.241-7 Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995) (Use Full Text of Clause)
 (7) _____ 52.241-11 Multiple Service Locations (FEB 1995)
 (8) _____ 52.243-1 Changes-Fixed Price (AUG 1987)
 (9) _____ 52.249- Default (_____) (Specify appropriate Clause)

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:

_____ in _____ copies.

The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

(Ordering Agency)

By: _____

Authorized Signature

Title: _____

Date: _____

(Contractor)

By: _____

Authorized Signature

Title: _____

Date: _____

* Include a reference to the applicable rate schedule, and attach a copy of such schedule.

** If necessary, attach and make part hereof supplemental agreements or sheets that cover required connection or extension charges and special facilities or service arrangements. (See Article 5 of this Contract for instructions.)

NOTE:

A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

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EXHIBIT "C"Contractor's ID NO. _____ (Optional)
Ordering Agency's ID NO. _____ (Optional)**AUTHORIZATION FOR, OR TERMINATION OF, ENERGY MANAGEMENT SERVICES**
CONTRACT NO. GS-OOP-14-BSD-1055Ordering Agency: _____
Address: _____

Pursuant to Contract No. GS-OOP-14-BSD-1055 between the Contractor and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Articles 2 and 4 shall be followed for the initiation of service under this contract.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

NATURE OF SERVICE: ☐ Preliminary Energy Audit ☐ ECP Feasibility Study ☐ ECP Engineering & Design Study
☐ Energy Conservation Project (ECP) Installation ☐ Demand Side Management (DSM) Project
☐ Other (See Remarks Below)

SERVICE HEREUNDER shall be provided consistent with the Contractor's applicable tariffs, rates, rules, regulations, riders, practices, and/or terms and conditions of service, as modified, amended or supplemented by the Contractor and approved, to the extent required, by the Commission. (See Article 5 of this contract.)

POINT OF DELIVERY: _____

ESTIMATED PROJECT COST: \$ _____

ACCOUNTING AND APPROPRIATION DATA: _____

LIST OF ATTACHMENTS:☐ General Conditions ☐ Payment Provisions ☐ Special Requirements ☐ Economic Analysis
☐ Facility/Site Plans ☐ Historical Data ☐ Utility Usage History ☐ ECP Feasibility Study
☐ Design Drawings ☐ Design Specifications ☐ Certifications ☐ Commission Schedules**CLAUSES INCORPORATED BY REFERENCE (Check applicable clauses):**

- (1) 52.211-10 Commencement, Prosecution and Completion of Work (APR 1984)
(2) 52.232-5 Payments under Fixed-Price Construction Contracts (SEP 2002) --Supersedes provisions of payment clauses in Article 14.
(3) 52.2332-27 Prompt Payment for Construction Contracts (FEB 2002)
(4) 52.236-5 Material and Workmanship (APR 1984)
(5) 52.241-8 Change in Rates or Terms and Conditions of Service for Unregulated Services (FEB 1995) (Use full Text of Clause)
(6) 52.243-1 Changes-Fixed Price (AUG 1987)
(7) 52.249- Default () (Specify appropriate Clause)

In addition, the Contracting Officer negotiating the terms and conditions under this authorization shall supplement the above-referenced clauses with clauses for the appropriate type of contract.

REMARKS:

ACCEPTED:

(Ordering Agency)_____
(Contractor)

By: _____

Authorized Signature

Title: _____

Date: _____

Telephone No. _____

By: _____

Authorized Signature

Title: _____

Date: _____

Telephone No. _____

NOTE:

A fully executed copy of this Authorization shall be transmitted by the ordering Agency to the Energy Division (PMAA) General Services Administration, Washington, DC 20405.

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EXHIBIT "D"

NO. _____ (Optional)

Contractor's ID _____

Ordering Agency's ID
(Optional) _____

(the "Contractor")

AUTHORIZATION FOR THE PROVISION OF SERVICES PROVIDED UNDER
(insert appropriate Regulatory Authority) _____
AREAWIDE CONTRACT NO. GS-00P-14-BSD-1055

Ordering Agency: _____

Address: _____

Pursuant to Areawide Contract No. GS-00P-14-BSD-1055 between _____ (the "Contractor") and the United States Government and subject to all the provisions thereof, service to the United States Government under such contract shall be rendered or modified as hereinafter stated. Contract Articles 2 and 4 shall be followed by the Ordering Agency in initiating service under this contract as described below.

PREMISES TO BE SERVED: _____

SERVICE ADDRESS: _____

NATURE OF SERVICE: _____ [add description of the specific service requested by the Ordering Agency. For example, interconnection of the Ordering Agency's renewable energy project.]

OTHER TERMS AND CONDITIONS:

[Describe or attach description]

[Attached as Exhibit D.1 are, if applicable, Contractor's terms and conditions for the specific electric service identified above, which may include modifications that have been made by Contractor for the Ordering Agency with the approval of the (insert appropriate Regulatory Authority) _____]

TERM OF SERVICE: From _____ through _____

BILLS WILL BE RENDERED TO THE ORDERING AGENCY FOR PAYMENT AT THE FOLLOWING ADDRESS:

_____ in _____ copies.
The foregoing shall be effective upon the return of the fully executed original Authorization by the Contractor to the ordering Agency.

ACCEPTED:

(Ordering Agency)By: _____
Authorized Signature

Title: _____

Date: _____

(Contractor)By: _____
Authorized Signature

Title: _____

Date: _____

NOTE: A fully executed copy of this Authorization shall be transmitted by the Ordering Agency to the Energy Division (PMAA), General Services Administration, Washington, DC 20405.

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ATTACHMENT B

Redline of Proposed Modifications to NCIA

Duke Energy Carolinas, LLC
Docket No. E-100, Sub 101

NORTH CAROLINA

INTERCONNECTION

AGREEMENT

For State-Jurisdictional Generator Interconnections

Effective August 20, 2023

Docket No. E-100, Sub 101

Between

Duke Energy Carolinas, LLC

And

United States Environmental Protection Agency

“EPA - Building E - Additional Install - Solar”

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This Interconnection Agreement (“Agreement”) is made and entered into this the _____ Day of _____, 20____, by **Duke Energy Carolinas, LLC** (“Utility”) and **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY** (“Interconnection Customer”) each hereinafter sometimes referred to individually as “Party” or both referred to collectively as the “Parties.”

Utility Information

Utility:

Attention:

Address:

City:

State:

Zip:

Phone:

Fax:

Interconnection Customer Information

Name:

Attention:

E911 Address:

City:

State:

Zip:

Phone:

Fax:

County:

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In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 Applicability

This Agreement shall be used for all Interconnection Requests submitted under the North Carolina Interconnection Procedures except for those submitted under the 20 kW Inverter Process in Section 2 of the Interconnection Procedures.

1.2 Purpose

This Agreement governs the terms and conditions under which the Interconnection Customer's Generating Facility will interconnect with, and operate in parallel with, the Utility's System.

1.3 No Agreement to Purchase or Deliver Power or RECs

This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power or Renewable Energy Certificates (RECs). The purchase or delivery of power, RECs that might result from the operation of the Generating Facility, and other services that the Interconnection Customer may require will be covered under separate agreements, if any. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity with the applicable Utility.

1.4 Limitations

Nothing in this Agreement is intended to affect any other agreement between the Utility and the Interconnection Customer.

1.5 Responsibilities of the Parties

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3 The Utility shall construct, operate, and maintain its System and Interconnection Facilities in accordance with this Agreement, and with

Good Utility Practice.

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- 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriters' Laboratories, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the System or equipment of the Utility and any Affected Systems.
- 1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Appendices to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Utility and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Utility's System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Appendices to this Agreement.
- 1.5.6 The Utility shall coordinate with all Affected Systems to support the interconnection.
- 1.5.7 The Customer shall not operate the Generating Facility in such a way that the Generating Facility would exceed the Maximum Generating Capacity.

4.5.71.5.8 Notwithstanding anything in this Agreement or the appendices, to the contrary, only a warranted contracting officer of the Interconnection Customer can obligate the Interconnection Customer. The Interconnection Customer's obligations under this agreement are contingent upon the availability of appropriated funds from which payment for contract purposes can be made. In accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341, no legal liability on the part of the Interconnection Customer for any payment under this Agreement may arise until such funds are made available to the cognizant contracting officer, through the Interconnection Customer, and until the Utility receives notice of such availability.

1.6 Parallel Operation Obligations

Once the Generating Facility has been authorized to commence parallel operation,

the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Generating Facility in the applicable control area, including, but not limited to: 1) any rules and procedures concerning the operation of generation set forth in Commission-approved tariffs or by the applicable system operator(s) for the Utility's System and; 2) the Operating Requirements set forth in Appendix 5 of this Agreement.

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1.7 Metering

The Interconnection Customer shall be responsible for the Utility's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of interconnection, metering and data acquisition equipment specified identified as being owned by the Interconnection Customer in Appendices 2 and 3 of this Agreement.

The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power

1.8.1 The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Utility has established different requirements that apply to all similarly situated generators in the control area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

1.8.2 The Utility is required to pay the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Generating Facility when the Utility requests the Interconnection Customer to operate its Generating Facility outside the range specified in Article 1.8.1 or outside the range established by the Utility that applies to all similarly situated generators in the control area. In addition, if the Utility pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Interconnection Customer.

1.8.3 Payments shall be in accordance with the Utility's applicable rate schedule then in effect unless the provision of such service(s) is subject to a regional transmission organization or independent system operator FERC-approved rate schedule. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb reactive power under this Agreement, the Parties agree to expeditiously file such rate schedule and agree to support any request for waiver of any prior notice requirement in order to compensate the Interconnection Customer from the time service commenced.

1.9 Capitalized Terms

Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 of the North Carolina Interconnection Procedures or the body of this Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

- 2.1.1 The Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Utility of such activities no fewer than ten (10) Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day, unless otherwise agreed to by the Parties. The Utility may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Utility a written test report when such testing and inspection is completed.
- 2.1.2 The Utility shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Utility of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.
- 2.1.3 In addition to the Utility's observation of the Interconnection Customer's testing and inspection of its Generating Facility and Interconnection Facilities pursuant to this Section, the Utility may also require inspection and testing of Interconnection Facilities that can impact the integrity or safety of the Utility's System or otherwise cause adverse operating effects, as described in Section 3.4.4. Such inspection and testing activities will be performed by the Utility or a third-party independent contractor approved by the Utility and at a time mutually agreed to by the Interconnection Customer and will be performed at the Interconnection Customer's expense, upon approval by a warranted contracting officer. The scope of required inspection and testing will be consistent across similar types of generating facilities.

2.2 Authorization Required Prior to Parallel Operation

- 2.2.1 The Utility shall use Reasonable Efforts to list applicable parallel operation requirements in Appendix 5 of this Agreement. Additionally, the Utility shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Utility shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.
- 2.2.2 The Interconnection Customer shall not operate its Generating Facility in parallel with the Utility's System without prior written authorization of

the Utility. The Utility will provide such authorization once the Utility receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

- 2.3.1 Upon reasonable notice, the Utility may send a qualified person to the premises of the Interconnection Customer at or before the time the Generating Facility first produces energy to inspect the interconnection and those Interconnection Customer facilities which can impact the integrity or safety of the Utility's System or otherwise cause adverse operating effects, as described in Section 3.4.4, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three (3) Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Utility at least five (5) Business Days prior to conducting any on-site verification testing of the Generating Facility.
- 2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time ~~without~~ upon reasonable notice in the event of an emergency or hazardous condition, the Utility shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers. Utility access to and activities on the Interconnection Customer's facilities shall be subject to all applicable facility safety and security access requirements.
- 2.3.3 Each Party shall be responsible for its own costs associated with following this Article, with the exception of Utility-required inspection and testing described in Section 2.1.3, the costs for which shall be the responsibility of the Interconnection Customer. upon approval by a warranted contracting officer.

Article 3. **Effective Date, Term, Termination, and Disconnection**

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ten (10) years from the Effective Date ~~or such other longer period as the Interconnection Customer may request and shall be automatically~~

~~renewed for each successive one-year period thereafter~~, unless terminated earlier in accordance with Article 3.3 of this Agreement.

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3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination.

- 3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Utility 20 Business Days written notice and physically and permanently disconnecting the Generating Facility from the Utility's System.
- 3.3.2 The Utility may terminate this Agreement by giving the Interconnection Customer 20 Business Days written notice upon the Interconnection Customer's failure to timely make the payment(s) required by Article 6.1.1 pursuant to the milestones specified in Appendix 4, or to comply with the requirements of Article 7.1.2 or Article 7.1.3.
- 3.3.3 Either Party may terminate this Agreement after Default pursuant to Article 7.6.
- 3.3.4 Upon termination of this Agreement, the Generating Facility will be disconnected from the Utility's System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.
- 3.3.5 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination, including any remaining term requirements for payment of Charges that are billed under a monthly payment option as prescribed in Article 6.
- 3.3.6 The provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 Emergency Conditions

"Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Utility, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Utility's System, the Utility's Interconnection Facilities or the systems of

others to which the Utility's System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer's Interconnection Facilities.

Under Emergency Conditions, the Utility may immediately suspend interconnection service and temporarily disconnect the Generating Facility. The Utility shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Generating Facility. The Interconnection Customer shall notify the Utility promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Utility's System or any Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

The Utility may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Utility's System when necessary for routine maintenance, construction, and repairs on the Utility's System. The Utility shall provide the Interconnection Customer with two (2) Business Days' notice prior to such interruption. The Utility shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, the Utility may suspend interconnection service to effect immediate repairs on the Utility's System. The Utility shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Utility shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The Utility shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric System, or if operating the Generating Facility could cause damage to the Utility's System or

Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Utility may disconnect the Generating Facility. The Utility shall provide the Interconnection Customer with five (5) Business Day notice of such disconnection, unless the provisions of Article 3.4.1 apply.

3.4.5 Modification of the Generating Facility

The Interconnection Customer must receive written authorization from the Utility before making a Material Modification or any other change to the Generating Facility that may have a material impact on the safety or reliability of the Utility's System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Utility's prior written authorization, the latter shall have the right to temporarily disconnect the Generating Facility [in accordance with Article 3.4.4](#).

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Generating Facility, Interconnection Facilities, and the Utility's System to their normal operating state as soon as reasonably practicable following a temporary or emergency disconnection.

Article 4. **Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized [and identified as being owned by the Interconnection Customer](#) in Appendix 2 of this Agreement [upon approval by a warranted contracting officer](#). The Utility shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Utility.

4.1.2 The Interconnection Customer shall be responsible, [upon approval by a warranted contracting officer](#), for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2)

operating, maintaining, repairing, and replacing the Utility's Interconnection Facilities.

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4.2 Distribution Upgrades

The Utility shall design, procure, construct, install, and own the Distribution Upgrades described in Appendix 6 of this Agreement. If the Utility and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, on-going operations, maintenance, repair, and replacement, shall be directly assigned to the Interconnection Customer, [upon approval by a warranted contracting officer](#).

Article 5. **Cost Responsibility for Network Upgrades**

5.1 Applicability

No portion of this Article 5 shall apply unless the interconnection of the Generating Facility requires Network Upgrades.

5.2 Network Upgrades

The Utility shall design, procure, construct, install, and own the Network Upgrades described in Appendix 6 of this Agreement. If the Utility and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Utility elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, on-going operations, maintenance, repair, and replacement shall be borne by the Interconnection Customer, [upon approval by a warranted contracting officer](#).

Article 6. **Billing, Payment, Milestones, and Financial Security**

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The Interconnection Customer shall pay 100% of required Interconnection Facilities and any other charges as required in Appendix 2 pursuant to the milestones specified in Appendix 4, [upon approval by a warranted contracting officer](#).

The Interconnection Customer shall pay 100% of required Upgrades and any other charges as required in Appendix 6 pursuant to the milestones specified in Appendix 4, [upon approval by a warranted contracting officer](#).

Upon receipt of 100% of the foregoing pre-payment charges for Upgrades, the payment is not refundable due to cancellation of the Interconnection Request for any reason. However, if an Interconnection Customer terminates its Interconnection Agreement and cancels its facility, it shall be entitled to a refund of any unspent amounts that had

been collected by the Utility for the Interconnection Customer's Interconnection Facilities.

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6.1.2 If implemented by the Utility or requested by the Interconnection Customer in writing within 15 Business Days of the Interconnection Facilities Delivery Date, the Utility shall provide the Interconnection Customer a final accounting report within 120 Business Days addressing any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Utility for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Utility shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Utility within 20 Business Days, upon approval by a warranted contracting officer. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Utility shall refund to the Interconnection Customer an amount equal to the difference within 20 Business Days of the final accounting report. If necessary and appropriate as a result of the final accounting, the Utility may also adjust the monthly charges set forth in Appendix 2 of the Interconnection Agreement.

6.1.3 The Utility shall also bill the Interconnection Customer for the costs associated with operating, maintaining, repairing and replacing the Utility's System Upgrades, as set forth in Appendix 6 of this Agreement. The Utility shall bill the Interconnection Customer for the costs of providing the Utility's Interconnection Facilities including the costs for on-going operations, maintenance, repair and replacement of the Utility's Interconnection Facilities under a Utility rate schedule, tariff, rider or service regulation providing for extra facilities or additional facilities charges, as set forth in Appendix 2 of this Agreement, such monthly charges to continue throughout the entire life of the interconnection. Payment of all billings under this paragraph shall be subject to approval by a warranted contracting officer.

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Appendix 4 of this Agreement. A Party's obligations under this provision may be extended by agreement, except for timing for Payment or Financial Security-related requirements set forth in the milestones, which shall adhere to Section 5.2.4 of the Standards. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) request appropriate amendments to Appendix 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) the delay will

materially affect the schedule of another Interconnection Customer with subordinate Queue Position, (3) attainment of the same milestone has previously

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been delayed, or (4) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

Pursuant to the Interconnection Agreement Milestones Appendix 4, the Interconnection Customer shall provide the Utility a letter of credit or other financial security arrangement that is reasonably acceptable to the Utility and is consistent with the Uniform Commercial Code of North Carolina. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Utility's Interconnection Facilities and shall be reduced on a dollar-for-dollar basis for payments made to the Utility under this Agreement during its term. In addition:

- 6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Utility, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.
- 6.3.2 The letter of credit must be issued by a financial institution or insurer reasonably acceptable to the Utility and must specify a reasonable expiration date.
- 6.3.3 The Utility may hereby waive the security requirements if its credit policies show that the financial risks involved are de minimus, or if the Utility's policies allow the acceptance of an alternative showing of creditworthiness from the Interconnection Customer specified in Article 6.3.

Article 7. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default

7.1 Assignment

- 7.1.1 The Interconnection Customer shall notify the Utility of the pending sale of an existing Generating Facility in writing. The Interconnection Customer shall provide the Utility with information regarding whether the sale is a change of ownership of the Generating Facility to a new legal entity, or a change of control of the existing legal entity.
- 7.1.2 The Interconnection Customer shall promptly notify the Utility of the final date of sale and transfer date of ownership in writing. The purchaser of the Generating Facility shall confirm to the Utility the final date of sale and transfer date of ownership in writing
- 7.1.3 This Agreement shall not survive the transfer of ownership of the

Generating Facility to a new legal entity owner. The new owner must

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complete a new Interconnection Request and submit it to the Utility within 20 Business Days of the transfer of ownership or the Utility's Interconnection Facilities shall be removed or disabled and the Generating Facility disconnected from the Utility's System. The Utility shall not study or inspect the Generating Facility unless the new owner's Interconnection Request indicates that a Material Modification has occurred or is proposed.

7.1.4 This Agreement shall survive a change of control of the Generating Facility' legal entity owner, where only the contact information in the Interconnection Agreement must be modified. The new owner must complete a new Interconnection Request and submit it to the Utility within 20 Business Days of the change of control and provide the new contact information. The Utility shall not study or inspect the Generating Facility unless the new owner's Interconnection Request indicates that a Material Modification has occurred or is proposed.

7.1.5 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Utility, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Utility of any such assignment. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.

7.1.6 Any attempted assignment that violates this article is void and ineffective.

7.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, incidental, consequential, or punitive damages of any kind, except as authorized by this Agreement.

7.3 Indemnity

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 7.2.

7.3.2 ~~The~~ To the extent permitted by federal law, including but not limited to, the Anti-Deficiency Act, 31 U.S.C. § 1341 et seq., and the Federal Tort Claims Act (FTCA), 28 U.S.C. § 2674, the Parties shall at all times indemnify, defend, and save the

other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to

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property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inaction of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party. With the exception of the limited waiver regarding the FTCA, nothing herein shall conflict with or waive federal law and principles of federal sovereign immunity.

- 7.3.3 ~~If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.~~
- 7.3.4 ~~If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.~~
- 7.3.5 Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Force Majeure

- 7.5.1 As used in this article, a Force Majeure Event shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by

governmental, military or lawfully established civilian authorities, or any

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other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.

- 7.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

- 7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money or provision of Financial Security) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Article 7.6.2, the defaulting Party shall have ~~five~~ ten (5~~10~~) Business Days from receipt of the Default notice within which to cure such Default.
- 7.6.2 If a Default presents an imminent risk to life, safety or damage to non-defaulting Party's property, or is not cured as provided in this Article, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, ~~and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity.~~ The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

- 8.4 ~~The Interconnection Customer shall obtain and retain, for as long as the Generating Facility is interconnected with the Utility's System, liability insurance which protects the Interconnection Customer from claims for bodily injury and/or property damage. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the~~

~~generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. This insurance~~

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~~shall be primary for all purposes. The Interconnection Customer shall provide certificates evidencing this coverage as required by the Utility. Such insurance shall be obtained from an insurance provider authorized to do business in North Carolina. The Utility reserves the right to refuse to establish or continue the interconnection of the Generating Facility with the Utility's System, if such insurance is not in effect.~~

~~8.1.1 For an Interconnection Customer that is a residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least \$100,000 per occurrence.~~

~~8.1.2 For an Interconnection Customer that is a non-residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least \$300,000 per occurrence.~~

~~8.1.3 For an Interconnection Customer that is a non-residential customer of the Utility proposing to interconnect a Generating Facility greater than 250 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least \$1,000,000 per occurrence.~~

~~8.1.4 An Interconnection Customer of sufficient credit-worthiness may propose to provide this insurance via a self insurance program if it has a self insurance program established in accordance with commercially acceptable risk management practices, and such a proposal shall not be unreasonably rejected~~ acts as a self-insurer under the FTCA. The FTCA provides the Utility a means through which the administrative settlement of claims as well as the ability of the Utility to file a legal action against the federal government for money damages in the applicable United States District Court if such administrative claim is denied.

8.2 The Utility agrees to maintain general liability insurance or self-insurance consistent with the Utility's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Utility's liabilities undertaken pursuant to this Agreement.

8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

- 9.1 Notwithstanding anything in this Agreement to the contrary, the Interconnection Customer will comply with the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the Interconnection Customer's implementing regulations at 40 C.F.R. Part 2. In the event of any inconsistencies in this Agreement with the FOIA or the Interconnection Customer's implementing regulations, the FOIA and the Interconnection Customer's implementing regulations will prevail. Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall

be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

- 9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

9.2.2 ~~Each~~ To the fullest extent allowed by federal law, each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

9.2.3 All information pertaining to a project will be provided to the new owner in the case of a change of control of the existing legal entity or a change of ownership to a new legal entity.

- 9.3 If information is requested by the Commission from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to the Commission within the time provided for in the request for information. In providing the information to the Commission, the Party may request that the information be treated as confidential and non-public in accordance with North Carolina law and that the information be withheld from public disclosure.

Article 10. Disputes

10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this Article and the Contract Disputes Act (CDA), 41 U.S.C. § 7101 et seq.

10.2 In the event of a dispute, either Party shall provide the other Party with a written notice of dispute. Such notice shall describe in detail the nature of the dispute.

~~10.3 If the dispute has not been resolved within 20 Business Days after receipt of the~~

~~notice, either Party may contact the Public Staff for assistance in informally resolving the dispute, or the Parties may mutually agree to continue negotiations for up to an additional 20 Business Days. In the alternative, the Parties may, upon~~

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~~Mutual agreement, seek the assistance of a dispute resolution service to resolve the dispute within 20 Business Days, with the opportunity to extend this timeline upon mutual agreement. If the Parties are unable to informally resolve the dispute, either Party may then file a formal complaint with the Commission.~~ The Parties acknowledge that the CDA governs all explicit and implied contracts entered into by the Interconnection Customer and that the procedures of the CDA shall be effective upon this Agreement.

10.4 Each Party agrees to conduct all negotiations in good faith.

Article 11. Taxes

11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with North Carolina and federal policy and revenue requirements.

11.2 ~~Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Utility's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.~~

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by federal law and the laws of the State of North Carolina, ~~without regard to its conflicts of~~ the extent that North Carolina laws do not conflict with federal law or the principles of federal sovereignty. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties, or under Article 12.12 of this Agreement.

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4 Waiver

- 12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Utility. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

This Agreement, including all Appendices, [and the General Services Administration Areawide Contract, GS-00P-14-BSD-1055](#), constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational

security. All Utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Generating Facility or the Interconnection Facilities, ~~each of which~~ that may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any Governmental Authorities addressing such events.

12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.2 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Utility be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.3 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

12.12 Reservation of Rights

The Utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and

to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

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Article 13. Notices**13.1 General**

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement (Notice) shall be deemed properly given if delivered in person, delivered by recognized national courier service, sent by [certified/return receipt](#) first class mail, postage prepaid, or sent electronically to the person specified below:

If to the Interconnection Customer:

Interconnection Customer: UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

Attention: Jason Gardner

Address: 109 TW Alexander Drive

City: Durham State: NC Zip: 27709

E-Mail Address: Gardner.jason@epa.gov

Phone: 919 541-2688 Fax: N/A

If to the Utility:

Utility: Duke Energy Carolinas, LLC

Attention: Wholesale Renewable Manager – Mail Code ST-26A

Address: 400 S. Tryon Street

City: Charlotte State: NC Zip: 28202

E-Mail Address: DERContracts@duke-energy.com

Phone: 704-382-1268 Fax: 980-373-3238

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13.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below: If to the Interconnection Customer:

Interconnection Customer: UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

Attention: Jason Gardner

Address: 109 TW Alexander Drive

City: Durham State: NC Zip: 27709

E-Mail Address: Gardner.jason@epa.gov

If to the Utility:

Utility: Duke Energy Carolinas, LLC

Please refer to invoice for payment remittance instructions.

E-Mail Address: DERContracts@duke-energy.com

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

Attention: Jason Gardner

Address: 109 TW Alexander Drive

City: Durham State: NC Zip: 27709

Phone: 919 541-2688 Fax: N/A

E-Mail Address: Gardner.jason@epa.gov

If to the Utility:

Utility: Duke Energy Carolinas, LLC

Attention: Wholesale Renewable Manager – Mail Code ST-26A

Address: 400 S. Tryon Street

City: Charlotte State: NC Zip: 28202

Phone: 704-382-1268 Fax: 980-373-3238

E-Mail Address: DERContracts@duke-energy.com

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

Attention: Jason Gardner

Address: 109 TW Alexander Drive

City: Durham State: NC Zip: 27709

Phone: 919 541-2688 Fax: N/A

E-Mail Address: Gardner.jason@epa.gov

Utility's Operating Representative:

Utility: Duke Energy Carolinas, LLC

Attention: Wholesale Renewable Manager – Mail Code ST-26A

Address: 400 S. Tryon Street

City: Charlotte State: NC Zip: 28202

Phone: 704-382-1268 Fax: 980-373-3238

E-Mail Address: DERContracts@duke-energy.com

13.5 Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For Duke Energy Carolinas, LLC

Name: _____

Print Name: _____

Title: _____

Date: _____

For UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Name: _____

Print Name: _____

Title: _____

Date: _____

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Glossary of Terms

See Glossary of Terms, Attachment 1 to the North Carolina Interconnection Procedures.

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Interconnection Agreement
Appendix 2**Description and Costs of the Generating Facility, Interconnection Facilities, and Metering Equipment**

Equipment, including the Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, or the Utility. The Utility will provide a best estimate itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

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Interconnection Agreement
Appendix 3

**One-line Diagram Depicting the Generating Facility, Interconnection
Facilities, Metering Equipment, and Upgrades**

This agreement will incorporate by reference the one-line diagram submitted by the Customer on _____, dated _____ with file name "_____" as part of the Interconnection Request, or as subsequently updated and provided to the Utility.

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MilestonesInterconnection Agreement
Appendix 4

Requested Upgrade In-Service Date:

Requested Interconnection Facilities In-Service Date

Critical milestones and responsibility as agreed to by the Parties:

The build-out schedule does not include contingencies for deployment of Utility personnel to assist in outage restoration efforts on the Utility's System or the systems of other utilities with whom the Utility has a mutual assistance agreement. Consequently, the Requested In-Service Date may be delayed to the extent outage restoration work interrupts the design, procurement and construction of the requested facilities.

	Milestone	Completion Date	Responsible Party
1)			
2)			
3)	Expand as needed		

Signatures on next page

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Interconnection Agreement
Appendix 4

Agreed to for the Utility: Duke Energy Carolinas, LLC

Name: _____

Print Name: _____

Date: _____

Agreed to for the Interconnection Customer: ____[interconnection customer]____

Name: _____

Print Name: _____

Date: _____

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Interconnection Agreement
Appendix 5

Additional Operating Requirements for the Utility's System and Affected Systems Needed to Support Interconnection Customer's Needs

The Utility shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Utility's System.

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Interconnection Agreement
Appendix 6

Utility's Description of its Upgrades and Best Estimate of Upgrade Costs

The Utility shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Utility shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.

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CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Petition for Limited Waiver and Authorization to Modify the North Carolina Interconnection Agreement to Accommodate Interconnection Customer Requirements, as filed in Docket No. E-100 Sub, 101, were served electronically upon all parties of record.

This, the 28th day of July, 2023.

/s/Nicholas A. Dantonio
Nicholas A. Dantonio
McGuireWoods LLP
501 Fayetteville Street, Suite 500
Raleigh, North Carolina 27601
Telephone: (919) 755-6606
ndantonio@mcguirewoods.com

Attorney for Duke Energy Carolinas, LLC