

September 13, 2021

VIA Electronic Filing

Ms. Antonia Dunston, Interim Chief Clerk
North Carolina Utilities Commission
Dobbs Building
430 North Salisbury Street
Raleigh, North Carolina 27603-5918

**Re: Docket No. E-100, Sub 167
Compliance Filing of Rate Schedules and Contracts**

Dear Ms. Dunston:

Pursuant to the *Order Establishing Standard Rates and Contract Terms for Qualifying Facilities* issued by the North Carolina Utilities Commission (“Commission”) in the above-captioned proceeding on August 13, 2021 (“Order”), Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina (“DENC” or the “Company”) hereby files clean and redlined versions of its revised standard avoided cost rate schedules in compliance with the directives of the Order. The revisions shown in the redlined version of Rate Schedule 19-FP reflect avoided energy rates calculated based on modelling that excludes federal carbon costs that were reflected in the Company’s 2020 IRP Alternative Plan B, as directed by the Order, which were also filed together with supporting exhibits as attachments to the Company’s March 5, 2021 reply comments in this proceeding. Schedule 19-FP has also been revised to update the filing and effective dates indicated in the tariff footer, and to update the address for the Company website providing information on interconnection procedures indicated at Section VIII.C of the tariff. Rate Schedule 19-LMP has been revised to update the filing and effective dates of the tariff and the interconnection procedures website; no other changes to this rate schedule were required by the Order. No changes to the Company’s standard avoided cost contracts were required by the Order, but the Company is including these contracts with this compliance filing for clarity and completeness.

Therefore attached hereto are the following compliance exhibits:

Exhibit A: Rate Schedule 19-FP – redline and clean versions;

Exhibit B: Rate Schedule 19-LMP – redline and clean versions;

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Exhibit C: Rate Schedule 19-FP power purchase agreement – clean version; and

Exhibit D: Rate Schedule 19-LMP power purchase agreement – clean version.

Please do not hesitate to contact me should you have any questions. Thank you for your assistance with this matter.

Very truly yours,

/s/Andrea R. Kells

ARK/sjg

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

I. APPLICABILITY AND AVAILABILITY

Subject to the limitations of this Section I and to the limitations of G.S. § 62-156(b)(1), this schedule is applicable to any qualifying cogeneration or small power production facility, as defined in 18 C.F.R. § 292.203 (Qualifying Facility), which desires to deliver all of its net electrical output to the Company, and has either (1) generating facilities designated as new capacity as defined by 18 C.F.R. § 292.304(b)(1), or (2) generating facilities that meet the criteria of being owned or operated by a small power producer as defined in G.S. § 62-3(27a), and enters into an agreement for the sale of net electrical output to the Company (Agreement).

Unless otherwise provided by a Commission order setting forth different availability dates, this schedule is available to any Qualifying Facility (otherwise eligible pursuant to the terms hereof) that, no later than the date on which proposed rates are filed in the next biennial avoided cost proceeding after Docket No. E-100, Sub 167, (a) has filed a report of proposed construction with the Commission pursuant to Commission Rule R8-65, (b) is a Qualifying Facility, (c) has submitted to the Company a duly executed “Notice of Commitment to Sell the Output of a Qualifying Facility of no Greater than 1 Megawatt Maximum Capacity to Dominion North Carolina Power Company (“Notice of Commitment”), and (d) has submitted a request to interconnect to the Company’s system pursuant to Section 2 or Section 3 of the North Carolina Interconnection Procedures (“NCIP”). The form of the Notice of Commitment can be found on the Company’s website through the following link: <https://www.dominionenergy.com/large-business/selling-power-to-dominion-energy/contracting-to-sell-power>. Alternatively, a QF may request a Notice of Commitment form via email to PowerContracts@dominionenergy.com.

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

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Schedule 19 - FP
POWER PURCHASES FROM
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(Continued)

I. APPLICABILITY AND AVAILABILITY (Continued)

- A. Where the QF operates generating facilities that meet the criteria of being owned or operated by a small power producer as defined in G.S. § 62-3(27a) the amount of Contracted Capacity subject to compensation shall be no greater than 1,000 kW, and the amount of energy purchased during a given hour at rates applicable to firm deliveries shall be no greater than 1,000 kWh in any hour. The initial term of contract for such a QF shall be for a period no longer than 10 years. The minimum term of contract permitted is one year.
- B. Where the QF is not defined under Paragraph I.A., the amount of Contracted Capacity subject to compensation shall be no greater than 1,000 kW, and the amount of energy purchased during a given hour at rates applicable to firm deliveries shall be no greater than 1,000 kWh in any hour. The initial term of contract for such a QF shall be for a period no longer than 10 years. The minimum term of contract permitted is one year.

Where the QF elects to be compensated for fixed or variable deliveries in accordance with this schedule, the QF must begin deliveries to the Company within thirty months of the Commission's order in Docket No. E-100, Sub 167 approving this Schedule 19-FP to retain eligibility for the rates contained in this schedule; provided, however, a QF may be allowed additional time to begin deliveries of electrical output to the Company if the QF facilities in question are nearly complete at the end of such thirty month period and the QF is able to demonstrate that it is making a good faith effort to complete its project in a timely manner. Where the QF elects an initial contract term of 10 years, such contract may be renewed for subsequent term(s), at the Company's option, based on substantially the same terms and provisions and at a rate either (1) mutually agreed upon by the parties negotiating in good faith and taking into consideration the Company's then avoided cost rates and other relevant factors or (2) set by arbitration.

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(Continued)

I. APPLICABILITY AND AVAILABILITY (Continued)

This schedule is not available or applicable to a QF owned by a developer, or affiliate of a developer, who sells electrical output to the Company from another facility located within one-half mile unless: (1) each facility provides thermal energy to different, unaffiliated hosts; or (2) each facility provides thermal energy to the same host, and the host has multiple operations with distinctly different or separate thermal needs. For purposes of this paragraph, the distance between facilities shall be measured from the electrical-generating equipment of each facility.

This schedule is not available or applicable to a QF that utilizes a renewable resource, such as hydroelectric, solar, or wind power facilities, which is owned by a developer, or affiliate of a developer who is selling or will sell electrical output to the Company from another QF using the same renewable energy resource located within one-half mile if the combined output of such renewable resource QFs will exceed 1,000 kWh (ac) in any hour. For purposes of this paragraph, distance between QFs shall be measured from the electrical generating equipment of each facility.

II. MONTHLY BILLING TO THE QF

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

<u>Metering required</u>	<u>Charge</u>
One non-time-differentiated meter	\$16.35
One time-differentiated meter	\$33.72
Two time-differentiated meters	\$39.05

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(Continued)

III. DEFINITION OF ON- AND OFF-PEAK HOURS (Energy & Capacity)

A. Energy - On-Peak Hours:

Summer

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

The on-peak hours are defined as the hours between 10:00 a.m. and 2:00 p.m., plus 6:00 p.m. through 10:00 p.m. Monday through Friday, excluding holidays considered off-peak.

Winter

- (ii) For the periods beginning at 12:00 midnight November 30 and ending at 12:00 midnight February 28 (February 29 in the case of a leap year):

The on-peak hours are defined as those hours between 8:00 a.m. and 12:00 p.m. (“Winter On-Peak(AM)”), plus 7:00 p.m. through 10:00 p.m. (“Winter On-Peak(PM)”), Monday through Friday, excluding holidays considered off-peak.

Shoulder

- (i) For the periods beginning at 12:00 midnight February 28 (February 29 in the case of a leap year) and ending at 12:00 midnight May 31; or
- (ii) beginning 12:00 midnight September 30 and ending at 12:00 midnight November 30:

The on-peak hours are defined as those hours between 6:00 a.m. and 10:00 p.m., Monday through Friday, excluding holidays considered off-peak.

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(Continued)

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

B. Energy - Premium-Peak Hours:

Summer

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

The premium-peak hours are defined as the hours between 2:00 p.m. and 6:00 p.m., Monday through Friday, excluding holidays considered off-peak.

Winter

- (ii) For the periods beginning at 12:00 midnight November 30 and ending at 12:00 midnight February 28 (February 29 in the case of a leap year):

The premium-peak hours are defined as those hours between 6:00 a.m. and 8:00 a.m., plus 5:00 p.m. through 7:00 p.m., Monday through Friday, excluding holidays considered off-peak.

B. Energy - Off-Peak Hours:

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

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(Continued)

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

C. Capacity - On-Peak Hours:

Summer

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

The on-peak hours are defined as the hours between 2:00 p.m. and 8:00 p.m., Monday through Friday, excluding holidays considered off-peak.

Winter

- (ii) For the periods beginning at 12:00 midnight November 30 and ending at 12:00 midnight February 28 (February 29 in the case of a leap year):

The on-peak hours are defined as those hours between 5:00 a.m. and 9:00 a.m., plus 5:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered off-peak.

Shoulder

- (iii) For the periods beginning at 12:00 midnight February 28 (February 29 in the case of a leap year) and ending at 12:00 midnight May 31; or

- (iv) beginning 12:00 midnight September 30 and ending at 12:00 midnight November 30:

The on-peak hours are defined as those hours between 6:00 a.m. and 10:00 a.m., plus 5:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered off-peak.

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

D. Capacity - Off-Peak Hours:

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

IV. CONTRACT OPTIONS FOR DESIGNATING THE MODE OF OPERATION

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

A. Non-Reimbursement Mode. The QF may contract for the delivery of energy to the Company without reimbursement, designated as the Non-reimbursement Mode of Operation.

B. Energy-Only, Non-time-differentiated or Time-differentiated Variable Mode. The QF may contract for the delivery of energy to the Company where payments are not fixed for the duration of the PPA term; the rates will change with each revision of this schedule, and there is no payment

for capacity to QFs selecting the energy-only option. Where the QF's generation facilities have an aggregate nameplate rating of 100 kW or less the QF may designate the, Non-time-differentiated Mode of Operation.

Regardless of nameplate rating the QF may designate the Time-differentiated Mode of Operation.

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IV. CONTRACT OPTIONS FOR DESIGNATING THE MODE OF OPERATION
(Continued)

- C. Fixed Mode. The QF may contract for the delivery of both energy and capacity to the Company. The level of capacity which the QF contracts to sell to the Company shall not exceed 1,000 kW.
- D. Energy Storage Devices. A QF may elect to contract under options in Paragraphs A through C above with Facility designs that incorporate Energy Storage Devices (“ESD”s). An ESD is defined as a component of a QF facility that uses energy storage technology, including but not limited to battery storage.

V. PAYMENT FOR COMPANY PURCHASES OF ENERGY-ONLY VARIABLE MODE

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

- A. Non-time-differentiated Mode of Operation. Where the QF’s generation facilities have an aggregate nameplate rating of 100 kW or less, and the QF elects the Energy-only, Non-time-differentiated Variable Mode of Operation, the following rates in cents per kWh are applicable:

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V. PAYMENT FOR COMPANY PURCHASES OF ENERGY-ONLY VARIABLE MODE (Continued)

- B. Time-differentiated Mode of Operation. Where the QF designates the Energy-only, Time-differentiated Variable Mode of Operation, the following Premium-Peak, On-Peak, and Off-peak rates in cents per kWh are applicable:

Summer – Premium-Peak	<u>3.8803-932</u>
Summer – On-Peak	<u>3.0073-047</u>
Summer – Off-Peak	<u>2.0752-103</u>
Winter – Premium-Peak	<u>4.1604-217</u>
Winter – On-Peak (AM)	<u>3.5193-567</u>
Winter – On-Peak (PM)	<u>3.5603-609</u>
Winter – Off-Peak	<u>2.8362-874</u>
Shoulder – On-Peak	<u>2.8462-884</u>
Shoulder – Off-Peak	<u>2.0922-119</u>

The rates in both A and B above will be redetermined on a biennial basis on each revision of this schedule; provided, however, that for QFs whose electric energy output is produced from intermittent energy sources (e.g., solar, wind), the applicable rate shall be reduced by 0.078 ¢/kWh.

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VI. PAYMENT FOR COMPANY PURCHASES OF ENERGY – FIXED MODE

A QF designating the Fixed Mode of Operation must contract to receive payments for energy under this Section VI based on prices below fixed for the duration of the term. Contract terms for 10 years are available only where the QF is defined under Paragraph I.A.

Summer – Premium-Peak	<u>4.3904.531</u>
Summer – On-Peak	<u>3.4073.516</u>
Summer – Off-Peak	<u>2.3732.450</u>
Winter – Premium-Peak	<u>4.0374.159</u>
Winter – On-Peak (AM)	<u>3.4203.524</u>
Winter – On-Peak (PM)	<u>3.4643.568</u>
Winter – Off-Peak	<u>2.9052.994</u>
Shoulder – On-Peak	<u>2.7852.872</u>
Shoulder – Off-Peak	<u>2.1912.260</u>

Operator shall be paid for energy up to 5% above the Contracted Capacity in any hour at the then applicable energy-only rates under Schedule 19-FP; provided, however, that for QFs whose electric energy output is produced from intermittent energy sources (e.g., solar, wind), that applicable rate shall be reduced by the Re-Dispatch Charge (“RDC”) at a rate of 0.078 ¢/kWh. No payment shall be made for generation in excess of 1,000 kWh in any hour.

The RDC may be reduced through the use of an ESD. Any such reduction shall be evaluated to the extent the Seller is able to demonstrate a reduction in the variability of output, determined by considering (1.) the hourly metered output of the Facility with the benefit of the ESD (“Total Output”); (2.) the hourly metered output of the Facility without the benefit of the ESD (“Base Output”); and (3.) an annual forecast of hourly output to be provided by Seller (“QF Forecast”).

To the extent there is any reduction in variability, its value shall be calculated on a calendar year basis as the percent change (“Reduction Factor”) represented by the ratio of aggregate differences between Total Output to QF Forecast and Base Output to QF Forecast as follows:

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(Continued)

VI. PAYMENT FOR COMPANY PURCHASES OF ENERGY – FIXED MODE
(Continued)

$$1 - \left(\frac{\sum_{n=1}^n \text{Total Output} - \text{Forecast}_n}{\sum_{n=1}^n \text{Base Output} - \text{Forecast}_n} \right)$$

Measurement and verification of the Total Output and Base Output requires Operator to install separate metering equipment for the Facility and the ESD. The Reduction Factor shall be used to calculate a credit (“Redispatch Credit”) equal to the product of (1.) the Reduction Factor; (2.) the per-megawatt-hour RDC rate; and (3.) the calendar year Total Output:

(Reduction Factor) x (RDC Rate) x (Total Output) = Redispatch Credit.

To be eligible for the Redispatch Credit described above, an Operator must provide the Company with a timely and accurate QF Forecast. After the effective date and no less than 90 days prior to COD, Operator shall provide an initial QF Forecast to the Company. Such forecast will be applied for the duration of the term. Otherwise, Operator may provide a new QF Forecast no less than 90 days before the start of any subsequent calendar year to which it shall be applied. Utilization of the most recent QF Forecast received by the Company shall continue until such time as Operator provides a replacement QF Forecast to be used in the next applicable calendar year.

In each subsequent calendar year, the Company will calculate the Redispatch Credit using the prior calendar year QF Forecast and other inputs determined on the basis of the Facility’s metered data. Supervisory Control and Data Acquisition (“SCADA”) output data may be used when meter data is not available. The Company will issue payment for the Redispatch Credit at regular annual intervals in the form of a line item to offset charges.

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VII. PAYMENT FOR COMPANY PURCHASES OF CAPACITY

Company purchases of capacity are applicable only where the QF elects the Fixed Mode of Operation under Section IV.C.

The Company shall pay a levelized capacity payment for each year of the contract term. A swine or poultry waste-fueled generator, or a hydroelectric facility with a capacity of 5 MW or less in capacity that has a power purchase agreement in effect as of July 27, 2017, which commits to sell and deliver energy and capacity for a new fixed contract term prior to the termination of the Operator's existing contract term is considered to avoid a future capacity need for these designated resource types beginning in the first year following the Operator's existing PPA, pursuant to N.C.G.S. § 62-156(b)(3), as amended. For other types of generation, an Operator's commitment to sell and deliver energy and capacity over a future fixed term is considered to avoid an undesignated future capacity need beginning only in the first year when there is an avoidable capacity need identified in the Company's most recent IRP. Levelized payments to such Operators shall therefore incorporate the need for capacity only in those years that the Company's most recent IRP forecast period has demonstrated a capacity need.

The QF will receive payments for capacity based on the pricing below. Capacity payments are applicable during on-peak hours only. Contract terms no longer than 10 years are available only for QFs described in Paragraph I.A.

<u>For hydroelectric facilities with no storage capability and no other type of generation:</u>	
	Capacity Price
On-Peak (¢/kWh) Summer	7.477
On-Peak (¢/kWh) Winter	6.805
On-Peak (¢/kWh) Shoulder	1.531

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VII. PAYMENT FOR COMPANY PURCHASES OF CAPACITY (Continued)

For all other facilities:	
	Capacity Price
On-Peak (¢/kWh) Summer	4.000
On-Peak (¢/kWh) Winter	3.641
On-Peak (¢/kWh) Shoulder	0.819

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

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VIII. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION

- A. The QF shall own and be fully responsible for the costs and performance of the QF's:
 - 1. Generating facility in accordance with all applicable laws and governmental agencies having jurisdiction;
 - 2. Control and protective devices as required by the Company on the QF's side of the meter.
- B. The sale of electrical output to the Company by a QF at avoided cost rates pursuant to this Schedule 19-FP does not convey ownership to the Company of the renewable energy credits or green tags associated with the QF facility.
- C. The QF is responsible for obtaining an interconnection service agreement for delivery of electrical output generated by its facility onto the Company's electrical system. Information on interconnection procedures for the QF's generation interconnection is provided through the Internet at the Company's website:

<https://www.dominionenergy.com/north-carolina-electric/large-business-services/using-our-facilities/parallel-generation-and-interconnection>

If the interconnection is subject to FERC jurisdiction, the interconnection will be in accordance with FERC and PJM Interconnection, L.L.C. requirements.

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IX. MODIFICATION OF RATES AND OTHER PROVISIONS HEREUNDER

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

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

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

X. TERM OF CONTRACT

The term of contract shall be mutually agreed upon by the Company and QF, subject to the applicable maximum term limits set forth in Section I. A and B.

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I. APPLICABILITY AND AVAILABILITY

Subject to the limitations of this Section I and to the limitations of G.S. § 62-156(b)(1), this schedule is applicable to any qualifying cogeneration or small power production facility, as defined in 18 C.F.R. § 292.203 (Qualifying Facility), which desires to deliver all of its net electrical output to the Company, and has either (1) generating facilities designated as new capacity as defined by 18 C.F.R. § 292.304(b)(1), or (2) generating facilities that meet the criteria of being owned or operated by a small power producer as defined in G.S. § 62-3(27a), and enters into an agreement for the sale of net electrical output to the Company (Agreement).

Unless otherwise provided by a Commission order setting forth different availability dates, this schedule is available to any Qualifying Facility (otherwise eligible pursuant to the terms hereof) that, no later than the date on which proposed rates are filed in the next biennial avoided cost proceeding after Docket No. E-100, Sub 167, (a) has filed a report of proposed construction with the Commission pursuant to Commission Rule R8-65, (b) is a Qualifying Facility, (c) has submitted to the Company a duly executed “Notice of Commitment to Sell the Output of a Qualifying Facility of no Greater than 1 Megawatt Maximum Capacity to Dominion North Carolina Power Company (“Notice of Commitment”), and (d) has submitted a request to interconnect to the Company’s system pursuant to Section 2 or Section 3 of the North Carolina Interconnection Procedures (“NCIP”). The form of the Notice of Commitment can be found on the Company’s website through the following link: <https://www.dominionenergy.com/large-business/selling-power-to-dominion-energy/contracting-to-sell-power>. Alternatively, a QF may request a Notice of Commitment form via email to PowerContracts@dominionenergy.com.

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

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

(Continued)

I. APPLICABILITY AND AVAILABILITY (Continued)

- A. Where the QF operates generating facilities that meet the criteria of being owned or operated by a small power producer as defined in G.S. § 62-3(27a) the amount of Contracted Capacity subject to compensation shall be no greater than 1,000 kW, and the amount of energy purchased during a given hour at rates applicable to firm deliveries shall be no greater than 1,000 kWh in any hour. The initial term of contract for such a QF shall be for a period no longer than 10 years. The minimum term of contract permitted is one year.
- B. Where the QF is not defined under Paragraph I.A., the amount of Contracted Capacity subject to compensation shall be no greater than 1,000 kW, and the amount of energy purchased during a given hour at rates applicable to firm deliveries shall be no greater than 1,000 kWh in any hour. The initial term of contract for such a QF shall be for a period no longer than 10 years. The minimum term of contract permitted is one year.

Where the QF elects to be compensated for fixed or variable deliveries in accordance with this schedule, the QF must begin deliveries to the Company within thirty months of the Commission's order in Docket No. E-100, Sub 167 approving this Schedule 19-FP to retain eligibility for the rates contained in this schedule; provided, however, a QF may be allowed additional time to begin deliveries of electrical output to the Company if the QF facilities in question are nearly complete at the end of such thirty month period and the QF is able to demonstrate that it is making a good faith effort to complete its project in a timely manner. Where the QF elects an initial contract term of 10 years, such contract may be renewed for subsequent term(s), at the Company's option, based on substantially the same terms and provisions and at a rate either (1) mutually agreed upon by the parties negotiating in good faith and taking into consideration the Company's then avoided cost rates and other relevant factors or (2) set by arbitration.

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Schedule 19 - FP
POWER PURCHASES FROM
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QUALIFYING FACILITIES

(Continued)

I. APPLICABILITY AND AVAILABILITY (Continued)

This schedule is not available or applicable to a QF owned by a developer, or affiliate of a developer, who sells electrical output to the Company from another facility located within one-half mile unless: (1) each facility provides thermal energy to different, unaffiliated hosts; or (2) each facility provides thermal energy to the same host, and the host has multiple operations with distinctly different or separate thermal needs. For purposes of this paragraph, the distance between facilities shall be measured from the electrical-generating equipment of each facility.

This schedule is not available or applicable to a QF that utilizes a renewable resource, such as hydroelectric, solar, or wind power facilities, which is owned by a developer, or affiliate of a developer who is selling or will sell electrical output to the Company from another QF using the same renewable energy resource located within one-half mile if the combined output of such renewable resource QFs will exceed 1,000 kWh (ac) in any hour. For purposes of this paragraph, distance between QFs shall be measured from the electrical generating equipment of each facility.

II. MONTHLY BILLING TO THE QF

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

<u>Metering required</u>	<u>Charge</u>
One non-time-differentiated meter	\$16.35
One time-differentiated meter	\$33.72
Two time-differentiated meters	\$39.05

(Continued)

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Schedule 19 - FP
POWER PURCHASES FROM
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QUALIFYING FACILITIES

(Continued)

III. DEFINITION OF ON- AND OFF-PEAK HOURS (Energy & Capacity)

A. Energy - On-Peak Hours:

Summer

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

The on-peak hours are defined as the hours between 10:00 a.m. and 2:00 p.m., plus 6:00 p.m. through 10:00 p.m. Monday through Friday, excluding holidays considered off-peak.

Winter

- (ii) For the periods beginning at 12:00 midnight November 30 and ending at 12:00 midnight February 28 (February 29 in the case of a leap year):

The on-peak hours are defined as those hours between 8:00 a.m. and 12:00 p.m. (“Winter On-Peak(AM)”), plus 7:00 p.m. through 10:00 p.m. (“Winter On-Peak(PM)”), Monday through Friday, excluding holidays considered off-peak.

Shoulder

- (i) For the periods beginning at 12:00 midnight February 28 (February 29 in the case of a leap year) and ending at 12:00 midnight May 31; or
- (ii) beginning 12:00 midnight September 30 and ending at 12:00 midnight November 30:

The on-peak hours are defined as those hours between 6:00 a.m. and 10:00 p.m., Monday through Friday, excluding holidays considered off-peak.

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(Continued)

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

B. Energy - Premium-Peak Hours:

Summer

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

The premium-peak hours are defined as the hours between 2:00 p.m. and 6:00 p.m., Monday through Friday, excluding holidays considered off-peak.

Winter

- (ii) For the periods beginning at 12:00 midnight November 30 and ending at 12:00 midnight February 28 (February 29 in the case of a leap year):

The premium-peak hours are defined as those hours between 6:00 a.m. and 8:00 a.m., plus 5:00 p.m. through 7:00 p.m., Monday through Friday, excluding holidays considered off-peak.

B. Energy - Off-Peak Hours:

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

(Continued)

Schedule 19 - FP
POWER PURCHASES FROM
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(Continued)

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

C. Capacity - On-Peak Hours:

Summer

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

The on-peak hours are defined as the hours between 2:00 p.m. and 8:00 p.m., Monday through Friday, excluding holidays considered off-peak.

Winter

- (ii) For the periods beginning at 12:00 midnight November 30 and ending at 12:00 midnight February 28 (February 29 in the case of a leap year):

The on-peak hours are defined as those hours between 5:00 a.m. and 9:00 a.m., plus 5:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered off-peak.

Shoulder

- (iii) For the periods beginning at 12:00 midnight February 28 (February 29 in the case of a leap year) and ending at 12:00 midnight May 31; or

- (iv) beginning 12:00 midnight September 30 and ending at 12:00 midnight November 30:

The on-peak hours are defined as those hours between 6:00 a.m. and 10:00 a.m., plus 5:00 p.m. through 9:00 p.m., Monday through Friday, excluding holidays considered off-peak.

(Continued)

Schedule 19 - FP
POWER PURCHASES FROM
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(Continued)

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

D. Capacity - Off-Peak Hours:

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

IV. CONTRACT OPTIONS FOR DESIGNATING THE MODE OF OPERATION

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

A. Non-Reimbursement Mode. The QF may contract for the delivery of energy to the Company without reimbursement, designated as the Non-reimbursement Mode of Operation.

B. Energy-Only, Non-time-differentiated or Time-differentiated Variable Mode. The QF may contract for the delivery of energy to the Company where payments are not fixed for the duration of the PPA term; the rates will change with each revision of this schedule, and there is no payment

for capacity to QFs selecting the energy-only option. Where the QF's generation facilities have an aggregate nameplate rating of 100 kW or less the QF may designate the, Non-time-differentiated Mode of Operation.

Regardless of nameplate rating the QF may designate the Time-differentiated Mode of Operation.

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(Continued)

IV. CONTRACT OPTIONS FOR DESIGNATING THE MODE OF OPERATION
(Continued)

- C. Fixed Mode. The QF may contract for the delivery of both energy and capacity to the Company. The level of capacity which the QF contracts to sell to the Company shall not exceed 1,000 kW.
- D. Energy Storage Devices. A QF may elect to contract under options in Paragraphs A through C above with Facility designs that incorporate Energy Storage Devices (“ESD”s). An ESD is defined as a component of a QF facility that uses energy storage technology, including but not limited to battery storage.

V. PAYMENT FOR COMPANY PURCHASES OF ENERGY-ONLY VARIABLE MODE

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

- A. Non-time-differentiated Mode of Operation. Where the QF’s generation facilities have an aggregate nameplate rating of 100 kW or less, and the QF elects the Energy-only, Non-time-differentiated Variable Mode of Operation, the following rates in cents per kWh are applicable:

2.630

(Continued)

Schedule 19 - FP
POWER PURCHASES FROM
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(Continued)

V. PAYMENT FOR COMPANY PURCHASES OF ENERGY-ONLY VARIABLE MODE (Continued)

- B. Time-differentiated Mode of Operation. Where the QF designates the Energy-only, Time-differentiated Variable Mode of Operation, the following Premium-Peak, On-Peak, and Off-peak rates in cents per kWh are applicable:

Summer – Premium-Peak	3.880
Summer – On-Peak	3.007
Summer – Off-Peak	2.075
Winter – Premium-Peak	4.160
Winter – On-Peak (AM)	3.519
Winter – On-Peak (PM)	3.560
Winter – Off-Peak	2.836
Shoulder – On-Peak	2.846
Shoulder – Off-Peak	2.092

The rates in both A and B above will be redetermined on a biennial basis on each revision of this schedule; provided, however, that for QFs whose electric energy output is produced from intermittent energy sources (e.g., solar, wind), the applicable rate shall be reduced by 0.078 ¢/kWh.

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(Continued)

VI. PAYMENT FOR COMPANY PURCHASES OF ENERGY – FIXED MODE

A QF designating the Fixed Mode of Operation must contract to receive payments for energy under this Section VI based on prices below fixed for the duration of the term. Contract terms for 10 years are available only where the QF is defined under Paragraph I.A.

Summer – Premium-Peak	4.390
Summer – On-Peak	3.407
Summer – Off-Peak	2.373
Winter – Premium-Peak	4.037
Winter – On-Peak (AM)	3.420
Winter – On-Peak (PM)	3.464
Winter – Off-Peak	2.905
Shoulder – On-Peak	2.785
Shoulder – Off-Peak	2.191

Operator shall be paid for energy up to 5% above the Contracted Capacity in any hour at the then applicable energy-only rates under Schedule 19-FP; provided, however, that for QFs whose electric energy output is produced from intermittent energy sources (e.g., solar, wind), that applicable rate shall be reduced by the Re-Dispatch Charge (“RDC”) at a rate of 0.078 ¢/kWh. No payment shall be made for generation in excess of 1,000 kWh in any hour.

The RDC may be reduced through the use of an ESD. Any such reduction shall be evaluated to the extent the Seller is able to demonstrate a reduction in the variability of output, determined by considering (1.) the hourly metered output of the Facility with the benefit of the ESD (“Total Output”); (2.) the hourly metered output of the Facility without the benefit of the ESD (“Base Output”); and (3.) an annual forecast of hourly output to be provided by Seller (“QF Forecast”).

To the extent there is any reduction in variability, its value shall be calculated on a calendar year basis as the percent change (“Reduction Factor”) represented by the ratio of aggregate differences between Total Output to QF Forecast and Base Output to QF Forecast as follows:

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(Continued)

VI. PAYMENT FOR COMPANY PURCHASES OF ENERGY – FIXED MODE
(Continued)

$$1 - \left(\frac{\sum_{h=1}^n \text{Total Output} - \text{Forecast}_h}{\sum_{h=1}^n \text{Base Output} - \text{Forecast}_h} \right)$$

Measurement and verification of the Total Output and Base Output requires Operator to install separate metering equipment for the Facility and the ESD. The Reduction Factor shall be used to calculate a credit (“Redispatch Credit”) equal to the product of (1.) the Reduction Factor; (2.) the per-megawatt-hour RDC rate; and (3.) the calendar year Total Output:

(Reduction Factor) x (RDC Rate) x (Total Output) = Redispatch Credit.

To be eligible for the Redispatch Credit described above, an Operator must provide the Company with a timely and accurate QF Forecast. After the effective date and no less than 90 days prior to COD, Operator shall provide an initial QF Forecast to the Company. Such forecast will be applied for the duration of the term. Otherwise, Operator may provide a new QF Forecast no less than 90 days before the start of any subsequent calendar year to which it shall be applied. Utilization of the most recent QF Forecast received by the Company shall continue until such time as Operator provides a replacement QF Forecast to be used in the next applicable calendar year.

In each subsequent calendar year, the Company will calculate the Redispatch Credit using the prior calendar year QF Forecast and other inputs determined on the basis of the Facility’s metered data. Supervisory Control and Data Acquisition (“SCADA”) output data may be used when meter data is not available. The Company will issue payment for the Redispatch Credit at regular annual intervals in the form of a line item to offset charges.

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(Continued)

VII. PAYMENT FOR COMPANY PURCHASES OF CAPACITY

Company purchases of capacity are applicable only where the QF elects the Fixed Mode of Operation under Section IV.C.

The Company shall pay a levelized capacity payment for each year of the contract term. A swine or poultry waste-fueled generator, or a hydroelectric facility with a capacity of 5 MW or less in capacity that has a power purchase agreement in effect as of July 27, 2017, which commits to sell and deliver energy and capacity for a new fixed contract term prior to the termination of the Operator's existing contract term is considered to avoid a future capacity need for these designated resource types beginning in the first year following the Operator's existing PPA, pursuant to N.C.G.S. § 62-156(b)(3), as amended. For other types of generation, an Operator's commitment to sell and deliver energy and capacity over a future fixed term is considered to avoid an undesignated future capacity need beginning only in the first year when there is an avoidable capacity need identified in the Company's most recent IRP. Levelized payments to such Operators shall therefore incorporate the need for capacity only in those years that the Company's most recent IRP forecast period has demonstrated a capacity need.

The QF will receive payments for capacity based on the pricing below. Capacity payments are applicable during on-peak hours only. Contract terms no longer than 10 years are available only for QFs described in Paragraph I.A.

<u>For hydroelectric facilities with no storage capability and no other type of generation:</u>	
	Capacity Price
On-Peak (¢/kWh) Summer	7.477
On-Peak (¢/kWh) Winter	6.805
On-Peak (¢/kWh) Shoulder	1.531

(Continued)

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(Continued)

VII. PAYMENT FOR COMPANY PURCHASES OF CAPACITY (Continued)

For all other facilities:	
	Capacity Price
On-Peak (¢/kWh) Summer	4.000
On-Peak (¢/kWh) Winter	3.641
On-Peak (¢/kWh) Shoulder	0.819

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

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Schedule 19 - FP
POWER PURCHASES FROM
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(Continued)

VIII. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION

- A. The QF shall own and be fully responsible for the costs and performance of the QF's:
1. Generating facility in accordance with all applicable laws and governmental agencies having jurisdiction;
 2. Control and protective devices as required by the Company on the QF's side of the meter.
- B. The sale of electrical output to the Company by a QF at avoided cost rates pursuant to this Schedule 19-FP does not convey ownership to the Company of the renewable energy credits or green tags associated with the QF facility.
- C. The QF is responsible for obtaining an interconnection service agreement for delivery of electrical output generated by its facility onto the Company's electrical system. Information on interconnection procedures for the QF's generation interconnection is provided through the Internet at the Company's website:

<https://www.dominionenergy.com/north-carolina-electric/large-business-services/using-our-facilities/parallel-generation-and-interconnection>

If the interconnection is subject to FERC jurisdiction, the interconnection will be in accordance with FERC and PJM Interconnection, L.L.C. requirements.

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QUALIFYING FACILITIES

(Continued)

IX. MODIFICATION OF RATES AND OTHER PROVISIONS HEREUNDER

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

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

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

X. TERM OF CONTRACT

The term of contract shall be mutually agreed upon by the Company and QF, subject to the applicable maximum term limits set forth in Section I. A and B.

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

I. APPLICABILITY AND AVAILABILITY

Subject to the limitations of this Section I and to the limitations of G.S. 62-156(b)(1), this schedule is applicable to any qualifying *cogeneration or small power production facility, as defined in 18 C.F.R. § 292.203* (Qualifying Facility), which desires to deliver all of its net electrical output to the Company *and* has either (1) generating facilities designated as new capacity as defined by 18 C.F.R. § 292.304(b)(1), or (2) generating facilities that meet the criteria of being owned or operated by a small power producer as defined in G.S. 62-3(27a), and enters into an agreement for the sale of net electrical output to the Company (Agreement).

Unless otherwise provided by a Commission order setting forth different availability dates, this schedule is available to any Qualifying Facility (otherwise eligible pursuant to the terms hereof) that, no later than the date on which proposed rates are filed in the next biennial avoided cost proceeding after Docket No. E-100, Sub 167, (a) has filed a report of proposed construction with the Commission pursuant to Commission Rule R8-65, (b) is a Qualifying Facility, (c) has submitted to the Company a duly executed “Notice of Commitment to Sell the Output of a Qualifying Facility of no Greater than 1 Megawatt Maximum Capacity to Dominion Energy North Carolina” (“Notice of Commitment”), and (d) has submitted a request to interconnect to the Company’s system pursuant to Section 2 or Section 3 of the North Carolina Interconnection Procedures (“NCIP”). The form of the Notice of Commitment can be found on the Company’s website through the following link: <https://www.dominionenergy.com/large-business/selling-power-to-dominion-energy/contracting-to-sell-power>. Alternatively, a QF may request a Notice of Commitment form via email to PowerContracts@dominionenergy.com.

The amount of capacity under contract (the “Contracted Capacity”) and the initial term of contract shall be limited as set forth below.

- A. Where the QF operates generating facilities that meet the criteria of being owned or operated by a small power producer as defined in G.S. 62-3(27a), the amount of Contracted Capacity—subject to compensation shall be no greater than 1,000 kW. The initial term of contract for such a QF shall be for a period no longer than 10 years, at the option of the QF. The minimum term of contract permitted is one year.

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POWER PURCHASES FROM
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QUALIFYING FACILITIES

(Continued)

I. APPLICABILITY AND AVAILABILITY (Continued)

- B. Where the QF is not defined under Paragraph I.A., the amount of Contracted Capacity subject to compensation shall be no greater than 1,000 kW. The initial term of contract for such a QF shall be for a period no longer than 10 years. The minimum term of contract permitted is one year.

Where the QF elects to be compensated for deliveries in accordance with this schedule, the QF must begin deliveries to the Company within thirty months of the Commission’s order in Docket No. E-100, Sub 167 approving this Schedule 19-LMP to retain eligibility for the rates contained in this schedule; provided, however, a QF may be allowed additional time to begin deliveries of electrical output to the Company if the QF facilities in question are nearly complete at the end of such thirty month period and the QF is able to demonstrate that it is making a good faith effort to complete its project in a timely manner. Where the QF elects an initial contract term of 10 years, such contract may be renewed for subsequent term(s), at the Company’s option, based on substantially the same terms and provisions and at a rate either (1) mutually agreed upon by the parties negotiating in good faith and taking into consideration the Company’s then avoided cost rates and other relevant factors or (2) set by arbitration.

This schedule is not available or applicable to a QF owned by a developer, or affiliate of a developer, who sells electrical output to the Company from another facility located within one-half mile unless: (1) each facility provides thermal energy to different, unaffiliated hosts; or (2) each facility provides thermal energy to the same host, and the host has multiple operations with distinctly different or separate thermal needs. For purposes of this paragraph, the distance between facilities shall be measured from the electrical-generating equipment of each facility.

This schedule is not available or applicable to a QF that utilizes a renewable resource, such as hydroelectric, solar, or wind power facilities, which is owned by a developer, or affiliate of a developer, who is selling or will sell electrical output to the Company from another QF using the same renewable energy resource located within one-half mile if the combined output of such renewable resource QFs will exceed 1,000 kWh (ac) in any hour. For purposes of this paragraph, distance

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(Continued)

I. APPLICABILITY AND AVAILABILITY (Continued)

between QFs shall be measured from the electrical generating equipment of each facility.

II. MONTHLY BILLING TO THE QF

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

<u>Metering required</u>	<u>Charge</u>
One non-time-differentiated meter	\$16.35
One time-differentiated meter	\$33.72
Two time-differentiated meters	\$39.05

III. CONTRACT OPTIONS

QFs with a design capacity of 10 kW or less shall elect from the following two options, the manner in which the QF shall operate and provide its electrical output to the Company. This election shall be contracted for and made a part of the QF's Agreement. QFs with a design capacity greater than 10 kW must contract for the supply of both energy and capacity to the Company, in accordance with Paragraph III. A., below. Purchase payments, if any, to the QF for the supply of energy and/or capacity to the Company shall be based on this contractual designation.

- A. Supply of Energy and Capacity. A QF shall contract for the supply of both energy and capacity to the Company, except as may be permitted pursuant to Paragraph III. B., below. The level of capacity that the QF contracts for shall not exceed the capacity limits outlined in Paragraph I. The supply of both energy and capacity shall require the installation of one (or two, if necessary) time differentiated meter(s) to measure the hourly output of the QF's generation facility.

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Docket No. E-100, Sub 167

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

(Continued)

III. CONTRACT OPTIONS (Continued)

- B. Supply of Energy Only. A QF with a design capacity of 10 kW or less may elect to contract for the supply of energy only to the Company. A QF electing this option will not be eligible for capacity payments. Election of this option shall require the installation of a non-time-differentiated meter to measure the monthly output of the QF’s generation facility.
- C. Energy Storage Devices. A QF may elect to contract under options in Paragraph III. A or Paragraph III. B., above with Facility designs that incorporate Energy Storage Devices (“ESD”s).

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY

A QF that supplies both energy and capacity to the Company, in accordance with Paragraph III.A., above, shall receive purchase payments as follows:

A. Energy Purchase Payments

Purchase payments for the supply of energy by the QF to the Company will be based on an hourly energy purchase price (cents per kWh) that is calculated using the hourly \$/MWh PJM Interconnection, LLC (PJM) Day Ahead Locational Marginal Price (DA LMP) at the PJM-defined nodal location nearest to the Qualifying Facility divided by 10, and multiplied by the hourly net generation as recorded on the Company’s time-differentiated meter. Operator shall be paid for energy up to 105% of Contracted Capacity in any hour except no payment shall be made for generation in excess of 1,000 kW in any hour.

B. Capacity Purchase Payments

The Company shall pay a levelized capacity payment for each year of the contract term. A swine or poultry waste-fueled generator, or a hydroelectric facility with a capacity of 5 MW or less in capacity that has a power purchase agreement in effect as of July 27, 2017, which commits to sell and deliver energy and capacity for a new fixed contract term prior to the termination of the Operator’s existing contract term is considered to avoid

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

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

a future capacity need for these designated resource types beginning in the first year following the Operator's existing PPA, pursuant to N.C.G.S. § 62-156(b)(3), as amended. For other types of generation, an Operator's commitment to sell and deliver energy and capacity over a future fixed term is considered to avoid an undesignated future capacity need beginning only in the first year when there is an avoidable capacity need identified in the Company's most recent IRP. Levelized payments to such Operators shall therefore incorporate the need for capacity only in those years that the Company's most recent IRP forecast period has demonstrated a capacity need.

Effective each June 1, PJM establishes the Reliability Pricing Model (RPM) capacity resource clearing price for each PJM zone, shown as a \$/MW-day price, that will be applicable through the following May 31 of the next year. Such prices will be the clearing results from PJM's Base Residual Auction (BRA). The Company will pay Operator the price associated with the capacity product most applicable to the QF resource type and performance. Capacity purchase payments provided for under this Schedule are based on (1) an average of the 2018 PJM BRA clearing prices for Delivery Years 2019-2020 through 2021-2022, (2) converted to a cents/kWh on-peak capacity purchase price, (3) applied to the years of the Schedule 19-LMP contract that correspond to the Company's capacity need as identified in its most recent IRP, and (4) levelized over the course of the ten-year contract.

Payments for the supply of capacity by the QF to the Company will be made based upon the QF's daily net on-peak generation multiplied by the capacity purchase price calculated pursuant to the method described above and indicated below under "Capacity Price."

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Docket No. E-100, Sub 167

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

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
 (Continued)

The purchase payment for capacity may be modified by application of the Summer Peak Performance Factor (SPPF), as described below. The on-peak hours for every day are from 7 AM to 11 PM. Off-peak hours are defined as all other hours. Capacity Payment shall not be made for generation in any hour that exceeds the Contracted Capacity. Initially, a QF's SPPF will be 1. Once a QF has achieved Commercial Operations and such operation encompasses at least a full Summer (defined by PJM as June 1 through September 30), the following January billing month, and for each January billing month thereafter, an SPPF will be calculated that is based on the QF's operation during the five (5) PJM coincident peak hours (CP Hours), as posted by PJM, during the Summer of the previous calendar year. The QF's SPPF is equal to the number of CP Hours in which the QF generated at or greater than 75% of its Contracted Capacity, divided by 5. Therefore, the SPPF could be 0, 0.2, 0.4, 0.6, 0.8, or 1.0. When applicable, the QF's SPPF will be applied to the monthly capacity purchase payment for each billing month of the current calendar year.

	Capacity Price
On-Peak (¢/kWh)	0.5378

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

(Continued)

V. PAYMENT FOR COMPANY PURCHASES OF ENERGY ONLY

A QF that supplies only energy to the Company, in accordance with its election in Paragraph III.B., above, shall receive purchase payments as follows:

Purchase payments for the supply of energy only by the QF to the Company will be based on an energy purchase price (cents per kWh) that is calculated using the average of the hourly \$/MWh DA LMP at the PJM-defined nodal location nearest to the Qualifying Facility for the QF's billing month, divided by 10, and multiplied by the net generation as recorded on the Company's non-time-differentiated meter.

VI. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION

- A. The QF shall own and be fully responsible for the costs and performance of the QF's:
1. Generating facility in accordance with all applicable laws and governmental agencies having jurisdiction;
 2. Control and protective devices as required by the Company on the QF's side of the meter.
- B. The sale of electrical output to the Company by a QF at avoided cost rates pursuant to this Schedule 19-LMP does not convey ownership to the Company of the renewable energy credits or green tags associated with the QF facility.
- C. The QF is responsible for obtaining an interconnection service agreement for delivery of electrical output generated by its facility onto the Company's electrical system. Information on interconnection procedures for the QF's generation interconnection is provided through the Internet at the Company's website:

<https://www.dominionenergy.com/north-carolina-electric/large-business-services/using-our-facilities/parallel-generation-and-interconnection>

If the interconnection is subject to FERC jurisdiction, the interconnection will be in accordance with FERC and PJM Interconnection, L.L.C. requirements.

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

(Continued)

VII. MODIFICATION OF RATES AND OTHER PROVISIONS HEREUNDER

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

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

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

VIII. TERM OF CONTRACT

The term of contract shall be mutually agreed upon by the Company and QF, subject to the applicable maximum term limits set forth in Section I. A and B. A QF that initially chooses Schedule 19 – LMP will be permitted a one-time switch to Schedule 19-FP on the first day of its second year under its contract, with 90 days written notice, and in so doing, enter into a new contract with pricing in accordance with the Schedule 19-FP in effect at the time of the initial contract date and with a choice of term up to 10 years, as applicable, less the days elapsed between the commencement of the original contract and the time of execution of the new contract. This one-time option to switch shall only be permitted contingent on Schedule 19 - FP being in effect on the first day of the QF's second year under contract.

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

I. APPLICABILITY AND AVAILABILITY

Subject to the limitations of this Section I and to the limitations of G.S. 62-156(b)(1), this schedule is applicable to any qualifying *cogeneration or small power production facility, as defined in 18 C.F.R. § 292.203* (Qualifying Facility), which desires to deliver all of its net electrical output to the Company *and* has either (1) generating facilities designated as new capacity as defined by 18 C.F.R. § 292.304(b)(1), or (2) generating facilities that meet the criteria of being owned or operated by a small power producer as defined in G.S. 62-3(27a), and enters into an agreement for the sale of net electrical output to the Company (Agreement).

Unless otherwise provided by a Commission order setting forth different availability dates, this schedule is available to any Qualifying Facility (otherwise eligible pursuant to the terms hereof) that, no later than the date on which proposed rates are filed in the next biennial avoided cost proceeding after Docket No. E-100, Sub 167, (a) has filed a report of proposed construction with the Commission pursuant to Commission Rule R8-65, (b) is a Qualifying Facility, (c) has submitted to the Company a duly executed “Notice of Commitment to Sell the Output of a Qualifying Facility of no Greater than 1 Megawatt Maximum Capacity to Dominion Energy North Carolina” (“Notice of Commitment”), and (d) has submitted a request to interconnect to the Company’s system pursuant to Section 2 or Section 3 of the North Carolina Interconnection Procedures (“NCIP”). The form of the Notice of Commitment can be found on the Company’s website through the following link: <https://www.dominionenergy.com/large-business/selling-power-to-dominion-energy/contracting-to-sell-power>. Alternatively, a QF may request a Notice of Commitment form via email to PowerContracts@dominionenergy.com.

The amount of capacity under contract (the “Contracted Capacity”) and the initial term of contract shall be limited as set forth below.

- A. Where the QF operates generating facilities that meet the criteria of being owned or operated by a small power producer as defined in G.S. 62-3(27a), the amount of Contracted Capacity—subject to compensation shall be no greater than 1,000 kW. The initial term of contract for such a QF shall be for a period no longer than 10 years, at the option of the QF. The minimum term of contract permitted is one year.

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

(Continued)

I. APPLICABILITY AND AVAILABILITY (Continued)

- B. Where the QF is not defined under Paragraph I.A., the amount of Contracted Capacity subject to compensation shall be no greater than 1,000 kW. The initial term of contract for such a QF shall be for a period no longer than 10 years. The minimum term of contract permitted is one year.

Where the QF elects to be compensated for deliveries in accordance with this schedule, the QF must begin deliveries to the Company within thirty months of the Commission's order in Docket No. E-100, Sub 167 approving this Schedule 19-LMP to retain eligibility for the rates contained in this schedule; provided, however, a QF may be allowed additional time to begin deliveries of electrical output to the Company if the QF facilities in question are nearly complete at the end of such thirty month period and the QF is able to demonstrate that it is making a good faith effort to complete its project in a timely manner. Where the QF elects an initial contract term of 10 years, such contract may be renewed for subsequent term(s), at the Company's option, based on substantially the same terms and provisions and at a rate either (1) mutually agreed upon by the parties negotiating in good faith and taking into consideration the Company's then avoided cost rates and other relevant factors or (2) set by arbitration.

This schedule is not available or applicable to a QF owned by a developer, or affiliate of a developer, who sells electrical output to the Company from another facility located within one-half mile unless: (1) each facility provides thermal energy to different, unaffiliated hosts; or (2) each facility provides thermal energy to the same host, and the host has multiple operations with distinctly different or separate thermal needs. For purposes of this paragraph, the distance between facilities shall be measured from the electrical-generating equipment of each facility.

This schedule is not available or applicable to a QF that utilizes a renewable resource, such as hydroelectric, solar, or wind power facilities, which is owned by a developer, or affiliate of a developer, who is selling or will sell electrical output to the Company from another QF using the same renewable energy resource located within one-half mile if the combined output of such renewable resource QFs will exceed 1,000 kWh (ac) in any hour. For purposes of this paragraph, distance

(Continued)

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

(Continued)

I. APPLICABILITY AND AVAILABILITY (Continued)

between QFs shall be measured from the electrical generating equipment of each facility.

II. MONTHLY BILLING TO THE QF

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

<u>Metering required</u>	<u>Charge</u>
One non-time-differentiated meter	\$16.35
One time-differentiated meter	\$33.72
Two time-differentiated meters	\$39.05

III. CONTRACT OPTIONS

QFs with a design capacity of 10 kW or less shall elect from the following two options, the manner in which the QF shall operate and provide its electrical output to the Company. This election shall be contracted for and made a part of the QF's Agreement. QFs with a design capacity greater than 10 kW must contract for the supply of both energy and capacity to the Company, in accordance with Paragraph III. A., below. Purchase payments, if any, to the QF for the supply of energy and/or capacity to the Company shall be based on this contractual designation.

- A. Supply of Energy and Capacity. A QF shall contract for the supply of both energy and capacity to the Company, except as may be permitted pursuant to Paragraph III. B., below. The level of capacity that the QF contracts for shall not exceed the capacity limits outlined in Paragraph I. The supply of both energy and capacity shall require the installation of one (or two, if necessary) time differentiated meter(s) to measure the hourly output of the QF's generation facility.

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

(Continued)

III. CONTRACT OPTIONS (Continued)

- B. Supply of Energy Only. A QF with a design capacity of 10 kW or less may elect to contract for the supply of energy only to the Company. A QF electing this option will not be eligible for capacity payments. Election of this option shall require the installation of a non-time-differentiated meter to measure the monthly output of the QF's generation facility.
- C. Energy Storage Devices. A QF may elect to contract under options in Paragraph III. A or Paragraph III. B., above with Facility designs that incorporate Energy Storage Devices ("ESD"s).

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY

A QF that supplies both energy and capacity to the Company, in accordance with Paragraph III.A., above, shall receive purchase payments as follows:

A. Energy Purchase Payments

Purchase payments for the supply of energy by the QF to the Company will be based on an hourly energy purchase price (cents per kWh) that is calculated using the hourly \$/MWh PJM Interconnection, LLC (PJM) Day Ahead Locational Marginal Price (DA LMP) at the PJM-defined nodal location nearest to the Qualifying Facility divided by 10, and multiplied by the hourly net generation as recorded on the Company's time-differentiated meter. Operator shall be paid for energy up to 105% of Contracted Capacity in any hour except no payment shall be made for generation in excess of 1,000 kW in any hour.

B. Capacity Purchase Payments

The Company shall pay a levelized capacity payment for each year of the contract term. A swine or poultry waste-fueled generator, or a hydroelectric facility with a capacity of 5 MW or less in capacity that has a power purchase agreement in effect as of July 27, 2017, which commits to sell and deliver energy and capacity for a new fixed contract term prior to the termination of the Operator's existing contract term is considered to avoid

(Continued)

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

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

a future capacity need for these designated resource types beginning in the first year following the Operator's existing PPA, pursuant to N.C.G.S. § 62-156(b)(3), as amended. For other types of generation, an Operator's commitment to sell and deliver energy and capacity over a future fixed term is considered to avoid an undesignated future capacity need beginning only in the first year when there is an avoidable capacity need identified in the Company's most recent IRP. Levelized payments to such Operators shall therefore incorporate the need for capacity only in those years that the Company's most recent IRP forecast period has demonstrated a capacity need.

Effective each June 1, PJM establishes the Reliability Pricing Model (RPM) capacity resource clearing price for each PJM zone, shown as a \$/MW-day price, that will be applicable through the following May 31 of the next year. Such prices will be the clearing results from PJM's Base Residual Auction (BRA). The Company will pay Operator the price associated with the capacity product most applicable to the QF resource type and performance. Capacity purchase payments provided for under this Schedule are based on (1) an average of the 2018 PJM BRA clearing prices for Delivery Years 2019-2020 through 2021-2022, (2) converted to a cents/kWh on-peak capacity purchase price, (3) applied to the years of the Schedule 19-LMP contract that correspond to the Company's capacity need as identified in its most recent IRP, and (4) levelized over the course of the ten-year contract.

Payments for the supply of capacity by the QF to the Company will be made based upon the QF's daily net on-peak generation multiplied by the capacity purchase price calculated pursuant to the method described above and indicated below under "Capacity Price."

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Electric-North Carolina

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

(Continued)

IV. PAYMENT FOR COMPANY PURCHASES OF ENERGY AND CAPACITY
(Continued)

The purchase payment for capacity may be modified by application of the Summer Peak Performance Factor (SPPF), as described below. The on-peak hours for every day are from 7 AM to 11 PM. Off-peak hours are defined as all other hours. Capacity Payment shall not be made for generation in any hour that exceeds the Contracted Capacity. Initially, a QF's SPPF will be 1. Once a QF has achieved Commercial Operations and such operation encompasses at least a full Summer (defined by PJM as June 1 through September 30), the following January billing month, and for each January billing month thereafter, an SPPF will be calculated that is based on the QF's operation during the five (5) PJM coincident peak hours (CP Hours), as posted by PJM, during the Summer of the previous calendar year. The QF's SPPF is equal to the number of CP Hours in which the QF generated at or greater than 75% of its Contracted Capacity, divided by 5. Therefore, the SPPF could be 0, 0.2, 0.4, 0.6, 0.8, or 1.0. When applicable, the QF's SPPF will be applied to the monthly capacity purchase payment for each billing month of the current calendar year.

	Capacity Price
On-Peak (¢/kWh)	0.5378

(Continued)

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

(Continued)

V. PAYMENT FOR COMPANY PURCHASES OF ENERGY ONLY

A QF that supplies only energy to the Company, in accordance with its election in Paragraph III.B., above, shall receive purchase payments as follows:

Purchase payments for the supply of energy only by the QF to the Company will be based on an energy purchase price (cents per kWh) that is calculated using the average of the hourly \$/MWh DA LMP at the PJM-defined nodal location nearest to the Qualifying Facility for the QF's billing month, divided by 10, and multiplied by the net generation as recorded on the Company's non-time-differentiated meter.

VI. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION

- A. The QF shall own and be fully responsible for the costs and performance of the QF's:
1. Generating facility in accordance with all applicable laws and governmental agencies having jurisdiction;
 2. Control and protective devices as required by the Company on the QF's side of the meter.
- B. The sale of electrical output to the Company by a QF at avoided cost rates pursuant to this Schedule 19-LMP does not convey ownership to the Company of the renewable energy credits or green tags associated with the QF facility.
- C. The QF is responsible for obtaining an interconnection service agreement for delivery of electrical output generated by its facility onto the Company's electrical system. Information on interconnection procedures for the QF's generation interconnection is provided through the Internet at the Company's website:

<https://www.dominionenergy.com/north-carolina-electric/large-business-services/using-our-facilities/parallel-generation-and-interconnection>

If the interconnection is subject to FERC jurisdiction, the interconnection will be in accordance with FERC and PJM Interconnection, L.L.C. requirements.

(Continued)

Filed 09-13-21
Electric-North Carolina

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

(Continued)

VII. MODIFICATION OF RATES AND OTHER PROVISIONS HEREUNDER

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

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

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

VIII. TERM OF CONTRACT

The term of contract shall be mutually agreed upon by the Company and QF, subject to the applicable maximum term limits set forth in Section I. A and B. A QF that initially chooses Schedule 19 – LMP will be permitted a one-time switch to Schedule 19-FP on the first day of its second year under its contract, with 90 days written notice, and in so doing, enter into a new contract with pricing in accordance with the Schedule 19-FP in effect at the time of the initial contract date and with a choice of term up to 10 years, as applicable, less the days elapsed between the commencement of the original contract and the time of execution of the new contract. This one-time option to switch shall only be permitted contingent on Schedule 19 - FP being in effect on the first day of the QF's second year under contract.

Filed 09-13-21
Electric-North Carolina

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After 11-02-20. This Filing Effective For
Usage On and After 09-28-21.

Schedule 19-FP

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

THIS AGREEMENT, effective this ____ day of _____, 20__, (the “Effective Date”) by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation with its principal office in Richmond, Virginia, doing business in Virginia as Dominion Energy Virginia, and in North Carolina as Dominion Energy North Carolina, hereinafter called “Dominion Energy North Carolina” or the “Company,” and _____ [Operator Corporate Name], a [State & Form, e.g., “North Carolina Corporation”], with its principal office in _____ [City], _____ [State], hereinafter called “Operator.” Both Dominion Energy North Carolina and Operator also are herein individually referred to as “Party” and collectively referred to as “Parties”:

RECITALS

WHEREAS, the North Carolina Utilities Commission (“Commission”) has adopted a rate schedule described in this Agreement below as **Schedule 19-FP** applicable to eligible Qualifying Facilities (or “QF” as that term is defined in 18 C.F.R. § 292) which can provide Contracted Capacity (as defined in Schedule 19-FP) up to 1000 kW; and

WHEREAS Operator is the owner of the [Name of Facility] (the “Facility”) described in the Certificate of Public Convenience and Necessity issued by the North Carolina Utilities Commission (“Commission”) in Docket No. SP- _____ (“CPCN”); and

or [The inapplicable recital will be deleted]

WHEREAS Operator is the owner of the [Name of Facility] (the “Facility”) described in the report of proposed construction notice (“RPCN”) filed with the Commission in Docket No. SP- _____ and

WHEREAS, the Facility is located in Dominion Energy North Carolina’s retail service area in [address, city, county], North Carolina, and the Parties hereto wish to contract pursuant to Schedule 19-FP for the sale of electrical output from such a QF to be operated by Operator.

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

Schedule 19-FP

Article 1: Parties' Purchase and Sale Obligations

Dominion Energy North Carolina or its agent, assignee, or successor will purchase from Operator all of the electrical output (up to the Contracted Capacity) made available for sale from the Facility on [Operator to choose] ___ a simultaneous purchase and sale arrangement OR ___ an excess sale arrangement. The Mode of Operation that the Operator elects to operate the Facility is [Operator to select Mode of Operation]:

___ Non-Reimbursement Mode as described in Section IV.A of Schedule 19-FP;

___ Energy-Only

___ Non-time-differentiated Variable Mode of Operation as described in Section IV.B of Schedule 19-FP; or

___ Time-differentiated Variable Mode of Operation) as described in Section IV.B of Schedule FP and the QF elects the following basis for payment for Company purchases of energy under this Variable Mode of Operation;

or

___ Fixed Mode of Operation as described in Section IV.C of Schedule 19 FP and the QF elects the following basis for payment for Company purchases of energy and capacity under the Fixed Mode of Operation.

Article 2: Term and Commercial Operations Date

This Agreement shall commence on the Effective Date and, unless earlier terminated under any other provision of this Agreement, shall continue in effect for a period of _____ () years from the commercial operations date ("COD"). The COD shall be the first date that all of the following conditions have been satisfied:

- (a) The Facility has been permanently constructed, synchronized with and has delivered electrical output to the Dominion Energy North Carolina system and such action has been witnessed by an authorized Dominion Energy North Carolina employee;
- (b) After completion of item a) above, Dominion Energy North Carolina has received written notice from Operator specifying the COD and certifying that the Facility is ready to begin commercial operations as a QF;

Schedule 19-FP

- (c) Operator and Dominion Energy North Carolina (or the PJM Interconnection, L.L.C. or other operator of the Dominion Energy North Carolina transmission system, as applicable) have executed an interconnection service agreement for delivery of electrical output by the Facility onto the Company's electrical system ("Interconnection Agreement"), a copy of which has been provided to Company;
- (d) The Facility is a QF; and,
- (e) The CPCN or RPCN, as applicable, is in full force and effect.

For contract terms of 10 years, this Agreement may be renewed at the option of Dominion Energy North Carolina in accordance with Section I of Schedule 19-FP.

Article 3: Contracted Capacity

The Facility, consisting of _____ generator(s), has an aggregate maximum net power production capacity (calculated in accordance with FERC Form 556) of approximately ____ kW alternating current ("ac"). The Facility's Contracted Capacity shall be ____ kW ac.

Article 4: Attachments

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

- Exhibit A: Quarterly Status Report Contents
- Exhibit B: General Terms and Conditions
- Exhibit C: Schedule 19-FP
- Exhibit D: Evidence of QF Status on the Effective Date
- Exhibit E: Copy of CPCN or RPCN, as applicable.
- Exhibit F: Summary of Key Contractual Details
- Exhibit G: Energy Storage Device Addendum

Schedule 19-FP

Article 5: Price

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

Article 6: Operator's Pre-COD Obligations

(a) Status Report. After execution of this Agreement and until the COD, Operator shall deliver a quarterly status report to the Company with the information set forth in Exhibit A. This status report shall be delivered to Dominion Energy North Carolina on or before the following dates each year: January 15, April 15, July 15, and October 15.

(b) Commencement of Construction. The Facility will be considered to have commenced construction on the first day upon which all of the following have occurred: (1) the issuance by Operator to its construction contractor for the Facility of a written unconditional notice-to-proceed with unrestricted construction activities for the Facility; (2) the mobilization of major construction equipment and construction facilities on the Facility site; and (3) the commencement of major structural excavation and structural concrete work relating to a major component of the Facility such as a power island or the ground mounting systems for solar panels and inverters consistent with having commenced a continuous process of construction relating to the Facility. Dominion Energy North Carolina shall have no obligation to accept a declaration of Commercial Operations earlier than four (4) months prior to the anticipated COD date. The anticipated COD is _____, 20__.

Article 7: Early Termination

(a) Defaults with No Cure Period. Operator and Company agree that Operator's failure to comply with any of the following will be a material breach of this Agreement and shall result in Company's right to early termination of this Agreement upon written notice to Operator, but without being subject to a cure period, provided however, that Company shall be obligated to pay for any capacity and energy delivered by Facility prior to termination of this Agreement at the rates stated herein:

(i) failure to commence construction of the Facility, as defined in Section 6(b), within the later of fourteen (14) months from the Effective Date of this Agreement or thirty (30) days after the Company tenders an Interconnection Agreement for execution by Operator;

Schedule 19-FP

(ii) delivery or supply of electrical output to any entity other than Dominion Energy North Carolina or its agent, assignee or successor;

(iii) Operator increases the aggregate maximum net power production capacity (calculated in accordance with FERC Form 556) of the Facility above the Contracted Capacity without the prior written approval of Company;

(iv) failure to generate and deliver any electrical output from the Facility for more than 180 consecutive days at any time after COD; provided, however, if such failure is due to Force Majeure as defined in Exhibit B and Operator has complied with the requirements of Exhibit B with respect to such Force Majeure, then Company may not terminate this Agreement unless the failure lasts for three hundred sixty-five consecutive days.

(b) Defaults with Cure Period. Operator and Company agree that the following events if not cured by Operator within thirty days of notice from Company shall constitute a default giving Company the right to terminate this Agreement:

(i) failure to meet the requirements necessary to maintain QF status or revocation of its QF status for any reason;

(ii) failure to provide a status report in accordance with Section 6(a);

(iii) termination of the Interconnection Agreement or suspension of Operator's right to interconnect the Facility under the Interconnection Agreement unless such failure is due to a breach of the Interconnection Agreement by a party other than the Operator; or

(iv) failure to perform in any material way, any other obligations, which failure would not constitute an individual event of default under Section 7(a) or Section 7(c).

Notwithstanding any cure period, Company shall not be obligated to purchase any energy or Contracted Capacity under this Agreement while such default remains uncured.

(c) Delay in COD. Company shall have the right to terminate this Agreement if Operator fails to achieve the Commercial Operations Date within thirty months from the date of a Commission Order approving the Schedule 19-FP rates filed by the Company in Docket No. E-100, Sub 167; provided, however, an Operator may be allowed additional time to begin deliveries of electrical output to the Company if the QF facilities in question are nearly complete at the end of such thirty month period and the QF is able to demonstrate that it is making a good faith effort to complete its project in a timely manner.

Schedule 19-FP

Furthermore, any Material Alteration to the Facility shall require the prior written consent of the Company, which may be withheld in the Company's sole discretion, and shall not be effective until memorialized in an amendment executed by the Company and the Seller. "Material Alteration" as used in this Agreement shall mean a modification to the Facility which renders the Facility description specified in this Agreement inaccurate in any material sense as determined by the Company in a commercially reasonable manner including, without limitation, (i) the addition of an Energy Storage Device ("ESD"), defined as a component of the Facility that uses energy storage technology, including but not limited to battery storage; (ii) a modification which results in an increase to the Contracted Capacity, Nameplate Capacity (in AC or DC), generating capacity (or similar term used in the Agreement) or the estimated annual energy production of the Facility (the "Existing Capacity"), or (iii) a modification which results in a decrease to the Existing Capacity by more than five (5) percent. Notwithstanding the foregoing, the repair or replacement of equipment at the Facility (including solar panels) with like-kind equipment, which does not increase Existing Capacity or decrease the Existing Capacity by more than five percent (5%) shall not be considered a Material Alteration.

Operator agrees that if this Agreement is canceled by Dominion Energy North Carolina prior to the end of the initial term of this Agreement for nonperformance by the QF, then, Dominion Energy North Carolina shall have all rights and remedies available at law or in equity.

Article 8: Representations and Warranties

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

Schedule 19-FP

Article 9: Notices and Payments

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

[OPERATOR]:	DOMINION ENERGY NORTH CAROLINA:
[Operator Name]	Virginia Electric and Power Company
[Operator Address]	Power Contracts 600 Canal Place – 17S 600 East Canal Street Richmond, Virginia 23219

Article 10: Integration of Entirety of Agreement

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

[SIGNATURE PAGE FOLLOWS]

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

[OPERATOR]

By:

Title:

Date:

VIRGINIA ELECTRIC AND POWER COMPANY

By:

Title:

Date:

Schedule 19-FP

EXHIBIT A

The quarterly status reports required by Article 6 shall include the following information and any additional information that may be reasonably requested by Company.

- Status of financing and expected closing date
- Notification and status of any plans to change control or ownership of the project
- Site location and acreage
- EIA Plant Code
- Description of construction status
- Timeline of construction to include:
 - Start date of construction
 - Construction completion date
 - Date for start-up and testing
- Timeline for interconnection through completion
- Current interconnection status
- Status of required permits
- Notice of any changes, modifications, or assignment of CPCN, RCPN and QF Status
- Summary of anticipated design components including transformer voltages and maximum output in AC & DC
- Estimated COD

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EXHIBIT B General Terms and Conditions

I - Assignments

Operator agrees not to assign this Agreement without the prior written consent of Dominion Energy North Carolina, which consent shall not be unreasonably withheld, provided, that such assignment does not require any amendment of the terms and conditions of the Agreement, other than the notice provisions, thereof. Any attempted assignment that Dominion Energy North Carolina has not approved in writing shall be null and void and ineffective for all purposes. In the event of assignment by Operator, Operator shall pay the Company within thirty (30) days of the effective date of the assignment an amount equal to the actual costs incurred by Company in connection with such assignment up to a maximum amount of \$12,000 per assignment; provided, however, assignment of this Agreement by Operator in connection with an initial financing arrangement which is finalized and for which consent of the Company is requested within nine months of the Effective Date of this Agreement shall not be subject to the payment requirement provided herein.

II - Indemnity

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

III - QF Requirements

Operator represents and warrants that its Facility meets the QF requirements established as of the Effective Date of this Agreement by the FERC's rules (18 Code of Federal Regulations Part 292), and that it will continue to meet those requirements necessary to maintain QF status throughout the term of this Agreement. Operator agrees

Schedule 19-FP

to provide copies, at the time of submittal, of all correspondence and filings with the Federal Energy Regulatory Commission relating to status of the Facility as a QF. If requested by Dominion Energy North Carolina prior to May 1 of any year, Operator agrees to provide to Dominion Energy North Carolina by July 1 of the same year information for the preceding year that is sufficient for Dominion Energy North Carolina to determine the Operator's continuing compliance with its QF requirements.

IV - Consequential Damages

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

V - Amendments, Waivers, Severability and Headings

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

VI - Compliance with Laws

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

Schedule 19-FP

requirements set forth in 15 U.S.C. § 637(d)(6). The provisions of this section shall apply to Operator only to the extent that:

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

VII - Interconnection and Operation

Operator shall be responsible for the design, installation, and operation of its Facility. Operator shall be responsible for obtaining an Interconnection Agreement.

Operator shall: (a) maintain the Facility in conformance with all applicable laws and regulations and in accordance with operating procedures; (b) obtain any governmental authorizations and permits required for the construction and operation thereof and keep all such permits and authorizations current and in effect; and (c) manage the Facility in a safe and prudent manner. If at any time Operator does not hold such authorizations and permits, Dominion Energy North Carolina may refuse to accept deliveries of power hereunder.

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

VIII - Metering

Dominion Energy North Carolina will meter all electrical output delivered from the Facility in accordance with Good Utility Practice.

Operator agrees to pay an administrative charge to Dominion Energy North Carolina to reflect all reasonable costs incurred by Dominion Energy North Carolina for meter reading and billing, also referred to as metering charges. The monthly meter reading

Schedule 19-FP

and billing charge shall change from time to time when the NCUC approves a different charge in Schedule 19-FP.

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

IX - Billing and Payment

Dominion Energy North Carolina shall read the meter(s) in accordance with its normal meter reading schedule. Within twenty-eight (28) days thereafter, Dominion Energy North Carolina shall send via mail Operator payment for energy and Contracted Capacity delivered, except if payment is made via wire transfer then payment shall be made within thirty-one (31) days thereafter. The Company will issue payment for the Re-dispatch Credit at regular annual intervals in the form of a line item to offset charges. At Dominion Energy North Carolina's option, (i) Dominion Energy North Carolina may make such payments net of the monthly metering charges, Interconnection Facilities charges, and charges for sales of electricity to the Operator, or (ii) Dominion Energy North Carolina may invoice Operator for such charges separately. Payment by Dominion Energy North Carolina shall include verification showing the billing month's ending meter reading, on-peak and off-peak kWh, and the amount paid. If in any month the monthly metering and Interconnection Facilities charges are in excess of any payments due Operator, Dominion Energy North Carolina shall bill Operator for the difference and Operator shall make such payment within 28 days of the invoice date. Failure by Operator to make such payments may result in disconnection of the Facility. In no event shall such disconnection relieve Operator of its obligation to pay monthly metering charges and Interconnection Facilities charges under this Agreement.

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

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

In no event shall Dominion Energy North Carolina be liable to Operator for any Contracted Capacity payments in excess of the amounts contracted for herein, regardless of the ultimate length of this Agreement or revisions to Schedule 19-FP or successor

Schedule 19-FP

schedules. Operator hereby agrees to accept the energy and capacity payments if applicable as set forth herein as its sole and complete compensation for delivery of electrical output to Dominion Energy North Carolina.

X - Force Majeure

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

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

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

- a) Provide within forty-eight (48) hours written notice of such Force Majeure event or potential Force Majeure to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations hereunder;
- b) Exercise all reasonable efforts to continue to perform its obligations under this Agreement;
- c) Expeditiously take action to correct or cure the Force Majeure event excusing performance; provided, however, that settlement of strikes or other labor disputes will be completely within the sole discretion of the Party affected by such strike or labor dispute;

Schedule 19-FP

- d) Exercise all reasonable efforts to mitigate or limit damages to the other Party; and
- e) Provide prompt notice to the other Party of the cessation of the Force Majeure event giving rise to its excuse from performance. All performance obligations hereunder shall be extended by a period equal to the term of the resultant delay.

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

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

Schedule 19-FP

EXHIBIT C

Exhibit C is a copy of Schedule 19-FP.

Schedule 19-FP

EXHIBIT D

Exhibit D is a copy of the Operator Form 556 formal or self FERC certification of QF status in effect as of the Effective Date.

OR

If Facility is 1 MW or less, Operator may submit the following statement as Exhibit D that the Facility qualifies as a Qualifying Facility (QF) under federal law:

Federal law exempts small power production or cogeneration facilities with net power production capacities of 1 MW or less from certain certification requirements in order to qualify as a qualifying facility (“QF” or “Qualifying Facility”). Therefore, [QF Name Here] submits the Facility is exempt from the certification requirements, but submits that the Facility qualifies as a Qualifying Facility under federal law set forth in the Public Utility Regulatory Policies Act of 1978 (codified at 16 U.S.C. § 824a-3).

Name

Title

Schedule 19-FP

EXHIBIT E

Exhibit E is the CPCN or RPCN for the Facility, as applicable.

Schedule 19-FP

EXHIBIT F

Key Contractual Details

Project Name:	
Size (MW):	
Fuel Type / Technology:	
Facility Address:	
Developer Name:	
Avoided Cost Docket:	
LEO Date:	
CPCN / RPCN Docket and Approval Date:	
PPA Execution Date(s)	
PPA Effective Date:	
PPA Term:	
Interconnection Queue Number:	
PJM Node:	
COD Date(s) / Statutory Deadlines:	

Schedule 19-FP

EXHIBIT G

Energy Storage Device Addendum

This Exhibit G provides information related to Energy Storage Device (“ESD”) equipment to be co-located at the Facility:

- The ESD must be installed in accordance with system requirements and shall utilize the Facility as its sole charging source.
- All necessary certifications, studies, permitting, and fees associated with the ESD (including but not limited to regulatory approvals, CPCNs, system impact studies, facilities charges, and interconnection agreements) are the sole responsibility of Operator.
- The ESD must be capable of being separately metered in order to allow for measurement of the hourly ESD output exclusive of the Facility output, and in order for the ESD to qualify for adjustments to charges, including but not limited to the Re-dispatch Charge as described in Schedule 19-FP.
- The maximum output of the Facility, including any storage capability of the ESD, in any given hour shall be limited to the Facility’s Contract Capacity as specified in the Agreement.
- The ESD meter shall be owned by the Company.

Storage Name / Identification (if different than Facility):	
Size (MW AC / DC):	
Fuel Type / Technology:	
Discharge Rating (Hours):	
LEO Date: (if not addressed by Exhibit F)	
CPCN / RPCN Docket and Approval Date: (if not addressed by Exhibit F)	
Interconnection Queue Number: (if not addressed by Exhibit F)	

Schedule 19-LMP

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

THIS AGREEMENT, effective this ____ day of _____, 20__, (the “Effective Date”) by and between VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation with its principal office in Richmond, Virginia, doing business in Virginia as Dominion Virginia Power, and in North Carolina as Dominion Energy North Carolina, hereinafter called “Dominion Energy North Carolina” or “Company,” and _____ [Operator Corporate Name], a [State & Form, e.g., “North Carolina Corporation”], with its principal office in _____ [City], _____ [State], hereinafter called “Operator.” Both Dominion Energy North Carolina and Operator also are herein individually referred to as “Party” and collectively referred to as “Parties”:

RECITALS

WHEREAS, the North Carolina Utilities Commission (“Commission”) has adopted a rate schedule described in this Agreement below as **Schedule 19-LMP** applicable to eligible Qualifying Facilities (or “QF” as that term is defined in 18 C.F.R. § 292) which can provide Contracted Capacity (as defined in Schedule 19-LMP up to 1000 kW; and

WHEREAS Operator is the owner of the [Name of Facility] (the “Facility”) described in the Certificate of Public Convenience and Necessity issued by the North Carolina Utilities Commission (“Commission”) in Docket No. SP-_____ (“CPCN”); and

or [The inapplicable recital will be deleted]

WHEREAS Operator is the owner of the [Name of Facility] (the “Facility”) described in the report of proposed construction notice (“RPCN”) filed with the Commission in Docket No. SP-_____, and

WHEREAS, the Facility is located in Dominion Energy North Carolina’s retail service area in [address, city, county], North Carolina, and the Parties hereto wish to contract pursuant to Schedule 19-LMP for the sale of electrical output from such a QF to be operated by Operator.

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

Schedule 19-LMP

Article 1: Parties' Purchase and Sale Obligations

Dominion Energy North Carolina or its agent, assignee, or successor will purchase from Operator all of the electrical output (energy and up to the Contracted Capacity) made available for sale from the Facility on [Operator to choose] ___ a simultaneous purchase and sale arrangement OR ___ an excess sale arrangement. The Mode of Operation that the Operator elects to operate the Facility is. [Operator to select Mode of Operation]:

___ A QF with a design capacity greater than 10 kW electing to supply energy and capacity as per Schedule 19-LMP paragraph III.A or

___ A QF with a design capacity of 10 kW or less electing to supply energy-only as per Schedule 19-LMP paragraph III.B.

Article 2: Term and Commercial Operations Date

This Agreement shall commence on the Effective Date and, unless earlier terminated under any other provision of this Agreement, shall continue in effect for a period of _____ () years from the commercial operations date ("COD"). The COD shall be the first date that all of the following conditions have been satisfied:

(a) The Facility has been permanently constructed, synchronized with and has delivered electrical output to the Dominion Energy North Carolina system and such action has been witnessed by an authorized Dominion Energy North Carolina employee;

(b) After completion of item a) above, Dominion Energy North Carolina has received written notice from Operator specifying the COD and certifying that the Facility is ready to begin commercial operations as a QF;

(c) Operator and Dominion Energy North Carolina (or the PJM Interconnection, L.L.C. or other operator of the Dominion Energy North Carolina transmission system, as applicable) have executed an interconnection service agreement for delivery of electrical output generated by the Facility onto the Company's electrical system ("Interconnection Agreement"), a copy of which has been provided to Company;

(d) The Facility is a QF; and

(e) The CPCN or RPCN, as applicable, is in full force and effect.

For contract terms up to 10 years, this Agreement may be renewed at the option of Dominion Energy North Carolina in accordance with Section I of Schedule 19-LMP.

Schedule 19-LMP

Article 3: Contracted Capacity

The Facility, consisting of _____ generator(s), has an aggregate maximum net power production capacity (calculated in accordance with FERC Form 556) of approximately _____ kW alternating current (“ac”). The Facility’s Contracted Capacity shall be _____ kW ac.

Article 4: Attachments

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

- Exhibit A: Quarterly Status Report Contents
- Exhibit B: General Terms and Conditions
- Exhibit C: Schedule 19-LMP
- Exhibit D: Evidence of QF Status on the Effective Date
- Exhibit E: Copy of CPCN or RPCN, as applicable.
- Exhibit F: Summary of Key Contractual Details
- Exhibit G: Energy Storage Device Addendum

Article 5: Price

Payments for all energy and Contracted Capacity purchased hereunder shall be determined by the provisions and rate determination methods for payments in Schedule 19-LMP included herewith as Exhibit C and pursuant to Operator elections within such Schedule 19-LMP, if any, as stated in Article 1 hereof. Operator will be permitted a one-time switch to Schedule 19 - FP subject to the terms of Section VIII of Schedule 19-LMP.

Payments for energy will begin on the COD. All energy delivered prior to the COD shall be paid pursuant to the attached Schedule 19-LMP tariff Section V.

Schedule 19-LMP

Article 6: Operator's Pre-COD Obligations

(a) Status Report. After execution of this Agreement and until the COD, Operator shall deliver a quarterly status report to the Company with the information set forth in Exhibit A. This status report shall be delivered to Dominion Energy North Carolina on or before the following dates each year: January 15, April 15, July 15, and October 15.

(b) Commencement of Construction. The Facility will be considered to have commenced construction on the first day upon which all of the following have occurred: (1) the issuance by Operator to its construction contractor for the Facility of a written unconditional notice-to-proceed with unrestricted construction activities for the Facility; (2) the mobilization of major construction equipment and construction facilities on the Facility site; and (3) the commencement of major structural excavation and structural concrete work relating to a major component of the Facility such as a power island or ground mounting systems for solar panels and inverters consistent with having commenced a continuous process of construction relating to the Facility. Dominion Energy North Carolina shall have no obligation to accept a declaration of Commercial Operations earlier than four (4) months prior to the anticipated COD date. The anticipated COD is _____, 20__.

Article 7: Early Termination

(a) Defaults with No Cure Period. Operator and Company agree that Operator's failure to comply with any of the following will be a material breach of this Agreement and shall result in Company's right to early termination of this Agreement upon written notice to Operator, but without being subject to a cure period, provided however, that Company shall be obligated to pay for any capacity and energy delivered by Facility prior to termination of this Agreement at the rates stated herein:

(i) Failure to commence construction of the Facility, as defined in Section 6(b), within the later of fourteen (14) months from the Effective Date of this Agreement or thirty (30) days after the Company tenders an Interconnection Agreement for execution by Operator;

(ii) Delivery or supply of electrical output to any entity other than Dominion Energy North Carolina or its agent, assignee or successor;

(iii) Operator increases the aggregate maximum net power production capacity (calculated in accordance with FERC form 556) of the Facility above the Contracted Capacity-without the prior written approval of Company; or

(iv) failure to generate and deliver any energy and capacity from the Facility for more than 180 consecutive days at any time after COD; provided, however, if such failure is due to Force Majeure as defined in Exhibit B and Operator has

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complied with the requirements of Exhibit B with respect to such Force Majeure, then Company may not terminate this Agreement unless the failure lasts for three hundred sixty-five consecutive days.

(b) Defaults with Cure Period. Operator and Company agree that the following events if not cured by Operator within thirty days of notice from Company shall constitute a default giving Company the right to terminate this Agreement:

(i) failure to meet the requirements necessary to maintain QF status or revocation of its QF status for any reason;

(ii) failure to provide a status report in accordance with Section 6(a);

(iii) termination of the Interconnection Agreement or suspension of Operator's right to interconnect the Facility under the Interconnection Agreement unless such failure is due to a breach of the Interconnection Agreement by a party other than the Operator; or

(iv) failure to perform in any material way, any other obligations, which failure would not constitute an individual event of default under Section 7(a) or Section 7(c).

Notwithstanding any cure period, Company shall not be obligated to purchase any energy or Contracted Capacity under this Agreement while such default remains uncured.

(c) Delay in COD. Company shall have the right to terminate this Agreement if Operator fails to achieve Commercial Operations Date within thirty months from the date of a Commission Order approving the Schedule 19-LMP rates filed by the Company in Docket No. E-100, Sub 167; provided, however, an Operator may be allowed additional time to begin deliveries of electrical output to the Company if the QF facilities in question are nearly complete at the end of such thirty month period and the QF is able to demonstrate that it is making a good faith effort to complete its project in a timely manner.

Furthermore, any Material Alteration to the Facility shall require the prior written consent of the Company, which may be withheld in the Company's sole discretion, and shall not be effective until memorialized in an amendment executed by the Company and the Operator. "Material Alteration" as used in this Agreement shall mean a modification to the Facility which renders the Facility description specified in this Agreement inaccurate in any material sense as determined by the Company in a commercially reasonable manner including, without limitation, (i) the addition of an Energy Storage Device ("ESD"), defined as a component of the Facility that uses energy storage technology, including but not limited to battery storage; (ii) a modification which results in an increase to the Contracted Capacity, Nameplate Capacity (in AC or DC), generating capacity (or similar

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term used in the Agreement) or the estimated annual energy production of the Facility (the “Existing Capacity”), or (iii) a modification which results in a decrease to the Existing Capacity by more than five (5) percent. Notwithstanding the foregoing, the repair or replacement of equipment at the Facility (including solar panels) with like-kind equipment, which does not increase Existing Capacity or decrease the Existing Capacity by more than five percent (5%) shall not be considered a Material Alteration.

Operator agrees that if this Agreement is canceled by Dominion Energy North Carolina prior to the end of the initial term of this Agreement for nonperformance by the QF, then, Dominion Energy North Carolina shall have all rights and remedies available at law or in equity.

Article 8: Representations and Warranties

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

Article 9: Notices and Payments

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

[OPERATOR]:

DOMINION ENERGY NORTH CAROLINA:

[Operator Name]
[Operator Address]

Virginia Electric and Power Company
Power Contracts
600 Canal Place – 17S
600 East Canal Street
Richmond, Virginia 23219

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Article 10: Integration of Entirety of Agreement

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

[SIGNATURE PAGE FOLLOWS]

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

[OPERATOR]

By:

Title:

Date:

VIRGINIA ELECTRIC AND POWER COMPANY

By:

Title:

Date:

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EXHIBIT A

The quarterly status reports required by Article 6 shall include the following information and any additional information that may be reasonably requested by Company.

- Status of financing and expected closing date
- Notification and status of any plans to change control or ownership of the project
- Site location and acreage
- EIA Plant Code
- Description of construction status
- Timeline of construction to include:
 - Start date of construction
 - Construction completion date
 - Date for start-up and testing
- Timeline for interconnection through completion
- Current interconnection status
- Status of required permits
- Notice of any changes, modifications, or assignment of CPCN, RCPN and QF Status
- Summary of anticipated design components including transformer voltages and maximum output in AC & DC
- Estimated COD

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EXHIBIT B
General Terms and Conditions

I - Assignments

Operator agrees not to assign this Agreement without the prior written consent of Dominion Energy North Carolina, which consent shall not be unreasonably withheld, provided, that such assignment does not require any amendment of the terms and conditions of the Agreement, other than the notice provisions, thereof. Any attempted assignment that Dominion Energy North Carolina has not approved in writing shall be null and void and ineffective for all purposes. In the event of assignment by Operator, Operator shall pay the Company within thirty (30) days of the effective date of the assignment an amount equal to the actual costs incurred by Company in connection with such assignment up to a maximum amount of \$12,000 per assignment; provided, however, assignment of this Agreement by Operator in connection with an initial financing arrangement which is finalized and for which consent of the Company is requested within nine months of the Effective Date of this Agreement shall not be subject to the payment requirement provided herein.

II - Indemnity

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

III - QF Requirements

Operator represents and warrants that its Facility meets the QF requirements established as of the Effective Date of this Agreement by the FERC's rules (18 Code of Federal Regulations Part 292), and that it will continue to meet those requirements necessary to maintain QF status throughout the term of this Agreement. Operator agrees to provide copies, at the time of submittal, of all correspondence and filings with the Federal Energy Regulatory Commission relating to status of the Facility as a QF. If requested by Dominion Energy North Carolina prior to May 1 of any year, Operator agrees

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to provide Dominion Energy North Carolina by July 1 of the same year information for the preceding year that is deemed sufficient by Dominion Energy North Carolina to determine the Operator's continuing compliance with its QF requirements.

IV - Consequential Damages

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

V - Amendments, Waivers, Severability and Headings

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

VI - Compliance with Laws

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

- (a) Such provisions are required of Operator under existing law;

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(b) Operator is not otherwise exempt from said provisions; and

(c) Compliance with said provisions is consistent with and not violative of 42 U.S.C. § 2000 et seq., 42 U.S.C. § 1981 et seq., or other acts of Congress.

VII - Interconnection and Operation

Operator shall be responsible for the design, installation, and operation of its Facility. Operator shall be responsible for obtaining an Interconnection Agreement.

Operator shall: (a) maintain the Facility in conformance with all applicable laws and regulations and in accordance with operating procedures; (b) obtain any governmental authorizations and permits required for the construction and operation thereof and keep all such permits and authorizations current and in effect; and (c) manage the Facility in a safe and prudent manner. If at any time Operator does not hold such authorizations and permits, Dominion Energy North Carolina may refuse to accept deliveries of power hereunder.

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

VIII - Metering

Dominion Energy North Carolina will meter all electrical output delivered from the Facility in accordance with Good Utility Practice.

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

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

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IX - Billing and Payment

Dominion Energy North Carolina shall read the meter(s) in accordance with its normal meter reading schedule. Within twenty-eight (28) days thereafter, Dominion Energy North Carolina shall send via mail Operator payment for energy and Contracted Capacity delivered, except if payment is made via wire transfer then payment shall be made within thirty-one (31) days thereafter. At Dominion Energy North Carolina's option, (i) Dominion Energy North Carolina may make such payments net of the monthly metering charges, Interconnection Facilities charges, and charges for sales of electricity to the Operator, or (ii) Dominion Energy North Carolina may invoice Operator for such charges separately. Payment by Dominion Energy North Carolina shall include verification showing the billing month's ending meter reading, on-peak and off-peak kWh, and the amount paid. If in any month the monthly metering and Interconnection Facilities charges are in excess of any payments due Operator, Dominion Energy North Carolina shall bill Operator for the difference and Operator shall make such payment within 28 days of the invoice date. Failure by Operator to make such payments may result in disconnection of the Facility. In no event shall such disconnection relieve Operator of its obligation to pay monthly metering charges and Interconnection Facilities charges under this Agreement.

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

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

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

X - Force Majeure

Neither Party shall be considered in default under this Agreement or responsible to the other Party in tort, strict liability, contract or other legal theory for damages of any description for any interruption or failure of service or deficiency in the quality or quantity

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of service or any other failure to perform any of its obligations hereunder to the extent such failure occurs without fault or negligence on the part of that Party and is caused by factors beyond that Party's reasonable control, which by the exercise of reasonable diligence that Party is unable to prevent, avoid, mitigate or overcome, including without limitation storm, flood, lightning, earthquake, explosion, equipment failure, civil disturbance, labor dispute, act of God or public enemy, action or inaction of a court or public authority, fire, sabotage, war, explosion, curtailments, unscheduled withdrawal of facilities from operation for maintenance or repair or any other cause of similar nature beyond the reasonable control of that Party (any such event, "Force Majeure"). Solely economic hardship of either Party shall not constitute Force Majeure under this Agreement. Nor shall anything contained in this paragraph or elsewhere in this Agreement excuse Operator or Dominion Energy North Carolina from strict compliance with the obligation of the Parties to comply with the terms of Article IX of this Exhibit B relating to timely payments.

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

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

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

If a Party responding to a Force Majeure event has the ability to obtain, for additional expenditures, expedited material deliveries or labor production which would allow a

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

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

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EXHIBIT C

Exhibit C is a copy of Schedule 19-LMP

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EXHIBIT D

Exhibit D is a copy of the Operator Form 556 or FERC self certification of QF status in effect as of the Effective Date.

OR

If Facility is 1 MW or less than 1 MW, Operator may submit the following statement as Exhibit D that the Facility qualifies as a Qualifying Facility (QF) under federal law:

Federal law exempts small power production or cogeneration facilities with net power production capacities of 1 MW or less from certain certification requirements in order to qualify as a qualifying facility (“QF” or “Qualifying Facility”). Therefore, [QF Name Here] submits the Facility is exempt from the certification requirements, but submits that the Facility qualifies as a Qualifying Facility under federal law set forth in the Public Utility Regulatory Policies Act of 1978 (codified at 16 U.S.C. § 824a3).

Name

Title

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EXHIBIT E

Exhibit E is the CPCN or RPCN for the Facility, as applicable.

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EXHIBIT F

Key Contractual Details

Project Name:	
Size (MW):	
Fuel Type / Technology:	
Facility Address:	
Developer Name:	
Avoided Cost Docket:	
LEO Date:	
CPCN / RPCN Docket and Approval Date:	
PPA Execution Date(s)	
PPA Effective Date:	
PPA Term:	
Interconnection Queue Number:	
PJM Node:	
COD Date(s) / Statutory Deadlines:	

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EXHIBIT G

Energy Storage Device Addendum

This Exhibit G provides information related to energy storage device (“ESD”) equipment to be co-located at the Facility:

- The ESD must be installed in accordance with system requirements and shall utilize the Facility as its sole charging source.
- All necessary certifications, studies, permitting, and fees associated with the ESD (including but not limited to regulatory approvals, CPCNs, system impact studies, facilities charges, and interconnection agreements) are the sole responsibility of Operator.
- The ESD must be capable of being separately metered in order to allow for measurement of the hourly ESD output exclusive of the Facility output.
- The maximum output of the Facility, including any storage capability of the ESD, in any given hour shall be limited to the Facility’s Contract Capacity as specified in the Agreement.
- The ESD meter shall be owned by the Company.

Storage Name / Identification (if different than Facility):	
Size (MW AC / DC):	
Fuel Type / Technology:	
Discharge Rating (Hours):	
LEO Date: (if not addressed by Exhibit F)	
CPCN / RPCN Docket and Approval Date: (if not addressed by Exhibit F)	
Interconnection Queue Number: (if not addressed by Exhibit F)	

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Compliance Filing of Rate Schedules and Contracts, filed in Docket No. E-100, Sub 167, were served electronically or via U.S. mail, first-class postage prepaid, upon all parties of record.

This the 13th day of September, 2021.

/s/Andrea R. Kells

Andrea R. Kells

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Raleigh, North Carolina 27601

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