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November 20, 2017

VIA ELECTRONIC FILING

M. Lynn Jarvis, Chief Clerk North Carolina Utilities Commission 4325 Mail Service Center Raleigh, North Carolina 27699-4300

Re: Duke Energy Carolinas, LLC and Duke Energy Progress, LLC

Revised LEO Form

Docket No. E-100, Sub 148

Dear Ms. Jarvis:

On November 13, 2017, Duke Energy Carolinas, LLC and Duke Energy Progress, LLC made a compliance filing in this docket. That filing included Revised Notice of Commitment Forms that comply with the changes approved in the Commission's order issued October 11, 2017 (Attachments G-1 and Attachment G-2). It has come to our attention that the numbering in Attachment G-1 is repetitive with respect to Paragraph 1. Enclosed is a corrected Attachment G-1 to replace the version filed on November 13, 2017.

If you have any questions, please let me know.

Sincerely yours,

Kendrick C. Fentress

Enclosure

cc: Parties of Record

NOTICE OF COMMITMENT TO SELL THE OUTPUT OF A QUALIFYING FACILITY GREATER THAN 1MW_{AC} TO Duke Energy Carolinas, LLC or Duke Energy Progress, LLC

Pursuant to the North Carolina Utilities Commission's October 11, 2017 Order issued in Docket No. E-100, Sub 148, this notice of commitment form establishes the procedure for a qualifying facility ("QF") with a nameplate capacity greater than 1 MW_{AC} to establish a legally enforceable obligation ("LEO") and to commit to sell the output of a proposed QF generating facility to Duke Energy Carolinas, LLC or Duke Energy Progress, LLC (the "Company") as provided for in N.C. Gen. Stat. § 62-156(b) and 18 C.F.R. 292.304(d)(2). Please note that a different form is available for QFs with a nameplate capacity of 1 MW_{AC} or less seeking to commit to sell their output to the Company under the currently available standard offer power purchase agreement and terms and conditions.

1. <u>Delivery; Notices to Company</u>. The QF shall deliver, via certified mail, courier, hand delivery or email, its executed Notice of Commitment to:

Duke Energy – Distributed Energy Technologies 400 South Tryon Street Mail Code: ST 14A Charlotte, North Carolina 28202

Attn.: Wholesale Renewable Manager <u>DERContracts@duke-energy.com</u>

Any subsequent notice that a QF is required to provide to Company pursuant to this Notice of Commitment shall be delivered to the same address by one of the foregoing delivery methods.

2.	Seller information. The name, address, and contact information for Seller is:		
	Name: Telephone:		
	Address: Email:		
3.	Commitment to Sell. Seller hereby commits to sell to the Company all of the electrical output of the Seller's QF described in Seller's self-certification of QF status filed with the Federal Energy Regulatory Commission in Docket No. QF(the "Facility").		
4.	<u>Certifications</u> . By execution and submittal of this commitment to sell the output of t Facility (the "Notice of Commitment"), Seller certifies as follows:	the	
	(Select and complete the applicable certification(s) in Sections 4(A) and 4(B) below)		

A.	Certificate of Proceedings Construction	ublic Convenience and Necessity; or Report of Proposed
	("CPCN") from the l Carolina	as received a certificate of public convenience and necessity for the construction of itskW (net capacity _{ac}) Facility North Carolina Utilities Commission ("NCUC") pursuant to North General Statute § 62-110.1 and NCUC Rule R8-64, which CPCN ed by NCUC on [insert date] in Docket No
	General constructi pursuant	exempt from the CPCN requirements pursuant to North Carolina Statute § 62-110.1(g) and has filed a report of proposed on for itskW (net capacity _{ac}) Facility with the NCUC to NCUC Rule R8-65 ("Report of Proposed Construction") on e] in Docket No
В.	Application to l	Interconnect QF Facility to Company's System
	that term is define please indicate be under either: (i) the	ting to become an Interconnection Customer of the Company, as all in the North Carolina Interconnection Procedures ("NCIP"), low whether the Seller has requested to interconnect the Facility the NCIP Section 3 ("Fast Track," as defined in NCIP Section 3.1); on 4 Full Study Process:
	i. Section 3	Fast Track:
		Seller is eligible for interconnection under NCIP Section 3.1; Seller has submitted the completed NCIP Attachment 1 Interconnection Request Application Form on [insert date] requesting Fast Track review;
		The Company has accepted the Section 3 Interconnection Request as complete and provided the Interconnection Customer with queue number; and
	d.	Please select as applicable:
		1The Company has completed the Section 3 Fast Track study process and delivered a final Interconnection Agreement to Seller for execution; or
		2Seller was preliminarily determined a Project A or Project B by the Company under NCIP 1.8 and 105 days have passed since Seller's interconnection request was submitted to the Company; or

3. _____Seller was preliminarily determined to be "On Hold" for System Impact Study under NCIP 1.8.3 and the Company has subsequently determined that Seller is now a Project B and at least 105 have passed since Seller became a Project B.

ii. ____ Section 4 Full Study:

- a. Seller has submitted the completed NCIP Attachment 1 Interconnection Request Application Form on [insert date] requesting to interconnect under the NCIP Section 4 Study Process;
- b. The Company has accepted the Section 4 Interconnection Request as complete and provided the Interconnection Customer with queue number _____; and
- c. Please select as applicable
 - 1. ______ Seller has executed and returned a System Impact Study Agreement to begin the Section 4 study process after being preliminarily determined a Project A or Project B by the Company under NCIP 1.8 and (i) Seller has received a System Impact Study Report or (ii) at least 105 days have passed since Seller's interconnection request was submitted to the Company; or
 - 2. _____Seller was preliminarily determined to be "On Hold" for System Impact Study under NCIP 1.8.3 and the Company has determined that Seller is now a Project B and (i) Seller has received a System Impact Study Report or (ii) at least 105 have passed since Seller became a Project B.
- 5. <u>Effective Date</u>. This Notice of Commitment shall take effect on its "Submittal Date" as hereinafter defined. "Submittal Date" means (a) the receipted date of deposit of this Notice of Commitment with the U.S. Postal Service for certified mail delivery to the Company, (b) the receipted date of deposit of this Notice of Commitment with a third-party courier (e.g., Federal Express, United Parcel Service) for trackable delivery to the Company, (c) the receipted date of hand delivery of this Notice of Commitment to the Company at the address set forth in paragraph 1, above, or (d) the date on which an electronic copy of this Notice of Commitment is sent via email to the Company if such email is sent during regular business hours (9:00 a.m. to 5:00 p.m.) on a business day

(Monday through Friday excluding federal and state holidays). Emails sent after regular business hours or on days that are not business days shall be deemed submitted on the next business day.

- 6. <u>LEO Date</u>. By execution and submittal of this Notice of Commitment, and assuming that the certifications provided herein are accurate, Seller acknowledges that the legally enforceable obligation date ("LEO Date") for Seller's QF Facility will be determined as of the Submittal Date or such later date as may be established by the NCUC. Rates for purchases from the Seller's QF Facility will be based on the Company's avoided costs as of the LEO Date, calculated using data current as of the LEO Date.
- 7. <u>Termination</u>. This Notice of Commitment shall automatically terminate and be of no further force and effect in the following circumstances:
 - a. Upon execution of a PPA between Seller and Company.
 - b. If Seller does not execute a PPA within six months (as such period may be extended by mutual agreement of Seller and Company) after the Company's submittal of the PPA to the QF, provided, however, that if Seller is an Interconnection Customer of the Company and no interconnection agreement for the Facility has been tendered to Seller prior to the expiration of such deadline, the deadline for execution of the PPA shall be automatically extended until the date that is five days after the date that the final Interconnection Agreement is tendered to the Seller. Notwithstanding the foregoing, if the PPA proposed by the Company becomes the subject of arbitration or complaint proceeding, the six month deadline for execution of the PPA shall be tolled upon the filing of the pleading commencing such proceeding and thereafter the deadline for execution of the PPA will be as directed by the NCUC.
 - c. Seller's failure to execute a PPA prior to expiration of the Notice of Commitment period, as identified in subsection 7.(b) above, shall result in termination of the LEO and the QF shall only be offered an as-available rate for a two-year period following expiration of the Notice of Commitment. Thereafter, the QF may elect to submit a new Notice of Commitment Form to establish a new LEO.

The undersigned is duly authorized authorized to the undersigned is duly authorized authorized to the undersigned is duly authorized to the undersigned to the unders	orized to execute this Notice of Commitment for the Seller:
[Name]	_
[Title]	_
[Company]	_
[Date]	_

CERTIFICATE OF SERVICE

I certify that a copy of Duke Energy Carolinas, LLC and Duke Energy Progress, LLC's Revised Attachment G-1, in Docket No. E-100, Sub 148, has been served on all parties of record either by electronic mail, hand delivery or by depositing a copy in the United States mail, postage prepaid.

This the 20th day of November, 2017.

Kendrick C. Fentress

Associate General Counsel

Duke Energy Corporation P.O. Box 1551/ NCRH 20

Raleigh, North Carolina 27602

Tel: 919.546.6733

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