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Feb 10 2022

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VIA ELECTRONIC FILING

Ms. A. Shonta Dunston, 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's
Memorandum of Understanding with Vote Solar
Docket Nos. E-7, Sub 1214 and E-2, Sub 1219**

Dear Ms. Dunston:

Enclosed please find a copy of the Memorandum of Understanding ("MOU") between and among Duke Energy Carolinas, LLC ("DEC"), Duke Energy Progress, LLC, ("DEP") and Vote Solar (collectively "the Parties"). This MOU pertains to the development of certain potential pilot customer programs to optimize the capability of Grid Improvement Plan investments to support greater utilization of Distributed Energy Resources pursuant to the agreements and stipulations of partial settlement between the Parties, approved by the North Carolina Utilities Commission ("Commission") in the above-referenced dockets.

DEC and DEP respectfully submit this MOU for informational purposes only, and no action is required by the Commission. Please do not hesitate to contact me if you have any questions.

Sincerely,

Kathleen H. Richard

Enclosure

cc: Parties of Record

CERTIFICATE OF SERVICE

I certify that a copy of Duke Energy Carolinas, LLC's and Duke Energy Progress, LLC's Memorandum of Understanding with Vote Solar, in Docket Nos. E-7, Sub 1214 and E-2, Sub 1219, has been served by electronic mail, hand delivery, or by depositing a copy in the United States Mail, 1st Class Postage Prepaid, properly addressed to parties of record.

This the 10th day of February, 2022.



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**MEMORANDUM OF UNDERSTANDING BETWEEN AND AMONG DUKE
ENERGY CAROLINAS, LLC, DUKE ENERGY PROGRESS, LLC
AND VOTE SOLAR**

This Memorandum of Understanding is entered into as of ____, by and between Duke Energy Carolinas, LLC (“DEC”), Duke Energy Progress, LLC, (“DEP”) and Vote Solar, hereinafter referred to as the Parties. This Memorandum of Understanding (“MOU”) pertains to the development of certain potential pilot customer programs to optimize the capability of Grid Investment Plan investments to support greater utilization of Distributed Energy Resources (“DER”) pursuant to the agreements and stipulations of partial settlement between the Parties, approved by the North Carolina Utilities Commission (“Commission”) in the April 16, 2021 *Order Accepting Stipulations, Granting Partial Rate Increase, and Requiring Customer Notice* in Docket No. E-2, Sub 1219, and the March 31, 2021 *Order Accepting Stipulations, Granting Partial Rate Increase, and Requiring Customer Notice* in Docket No. E-7, Sub 1214.

1. The Parties agree that they have a desire to collaborate in developing customer pilot programs to optimize the capability of GIP investments that is reflected in **Attachment A** (“Customer Pilot Programs”).

2. The Parties intend to continue to dialogue in good faith concerning Customer Pilot Programs, to share aggregated data developed or created as a result of the Customer Pilot Programs, and may elect to modify or develop one or more additional Customer Pilot Programs.

3. The Parties agree that if one or more of these Customer Pilot Programs are deemed to be cost-effective and meet appropriate Commission requirements, DEC and

DEP agree to file such Customer Pilot Programs for approval by the Commission, and Vote Solar agrees to support such approval by the Commission.


4. The Parties acknowledge and agree that any such Customer Pilot Programs will require approval by the Commission and potentially the Public Service Commission of South Carolina and/or other legal or regulatory authorizations.

5. By agreement of the Parties, this MOU is without prejudice to any position that a Party may take with respect to such issues in any future proceeding. The Parties will support this MOU, provided, however, that resolution of any issue pursuant to this MOU shall not be cited as precedent by any party in any other proceeding or docket before the Commission or any other forum or jurisdiction. The provisions of the MOU do not necessarily reflect any position asserted by any of the Parties. Rather, the MOU reflects a consensus resolution among the Parties, and no party waives any right to assert any position, formally or informally, in any future docket before the Commission.

6. The Parties further agree that this MOU is intended to result in administrative efficiency for the Parties with respect to the issues set forth herein.

The foregoing is agreed to, this the 10th day of February, 2022.

DUKE ENERGY CAROLINAS, LLC, AND
DUKE ENERGY PROGRESS, LLC.

By: 

Attorney for Duke Energy Carolinas, LLC and Duke
Energy Progress, LLC

VOTE SOLAR

By: Sachu Constantine

Interim Executive Director
Vote Solar

Attachment A

1) Bring-Your-Own-Battery Demand Response Program

- a. A demand response program in which residential customers will allow Duke Energy to discharge their battery systems to offset customer usage during peak events in exchange for a reasonable incentive.
- b. Initial work will include testing utility control of customer-owned and customer-sited battery systems not associated with peak events.
- c. Program will provide reasonable use limitation for the battery such as event duration, number of events, etc.
- d. Program objectives include encouraging customer investment in battery-storage technologies which can be leveraged as grid resources during times of peak winter demand or other times of utility system need.

2) Electric Vehicle Subscription Pricing

- a. Allow both new and existing EV customers to receive a fixed price on their bill each month in exchange for unlimited managed home EV charging.
- b. Managed charging or demand response options may include restricting charging during a set time of day and/or allow Duke Energy to call a limited number of demand response events.
- c. Program objectives include encouraging overall adoption as well as system beneficial charging behaviors through managed charging and demand response.

3) Smart Panel Pilot

- a. An energy management and demand response pilot in which an installed smart electric panel can be used to identify consumption levels and patterns across the circuits in a home as well as disable defined loads during peak events in exchange for a reasonable incentive.
- b. Initial work will include testing of various smart electric panels and breakers at Duke Energy's Mt. Holly technical center
- c. This pilot may include creating a set schedule for particular loads or direct load control events by Duke Energy.
- d. This pilot may include opt-out options for direct load control events.

4) Vehicle-To-Home Pilot

- a. A demand response pilot in which residential customers will allow Duke Energy to discharge energy from their electric vehicle(s) battery(ies) to offset customer electricity usage during peak events in exchange for a reasonable incentive.
- b. Initial work will include piloting this technology at a to be determined Duke Energy facility or in collaboration with a customer
- c. Pilot will provide reasonable use limitations such as event duration, number of events, opt-out options etc.
- d. Pilot objectives include enabling customers to augment utility grid investments with value from electric vehicle investments by leveraging the electric vehicle for capacity during peak demand events or other system needs. Customers may also receive reliability benefits by enabling some circuits to be powered by the electric vehicle during grid outage events.