

March 8, 2019

VIA ELECTRONIC FILING

Ms. M. Lynn Jarvis, Chief Clerk
North Carolina Utilities Commission
Dobbs Building
430 North Salisbury Street
Raleigh, North Carolina 27603

Re: Docket No. M-100, Sub 148
Docket No. E-22, Sub 560
Docket No. E-22, Sub 532

Dear Ms. Jarvis:

Pursuant to the North Carolina Utilities Commission's *Order Approving Proposal and Requiring Filing of Revised Tariffs and Customer Notice* ("TCJA Proposal Approval Order") issued on March 4, 2019, in the above-captioned proceedings, please find enclosed on behalf of Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina ("DENC" or "the Company"), its Federal Tax Cuts and Jobs Act Compliance Filing (the "Compliance Filing").

As directed in the Commission's *TCJA Proposal Approval Order*, DENC has submitted its revised tariffs, including Rider EDIT, to the Public Staff for review. The Public Staff has authorized the Company to state that the Public Staff finds the updated tariffs accurate and appropriate for filing. Accordingly, the Company is filing a clean copy of DENC's revised tariffs as directed in the *TCJA Proposal Approval Order*. The Company will also notify customers of the rate changes through a bill notation as directed by the Commission.

Portions of Rate Schedule NS included in this Compliance Filing contain confidential information which qualifies as "trade secrets" under N.C.G.S. § 66-152(3). Pursuant to N.C.G.S. § 132-1.2, the Company is filing the tariff pages designated as confidential under seal and requests that the information marked "**Confidential**" be protected from public disclosure.

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Should you have any questions, please do not hesitate to contact me. Thank you for your assistance with this matter.

Very truly yours,

/s/E. Brett Breitschwerdt

EBB:mth

Enclosures

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Virginia Electric and Power Company

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Virginia Electric and Power Company

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Terms and Conditions

INTRODUCTION

A. This filing sets forth the Terms and Conditions under which the Virginia Electric and Power Company supplies electricity to its customers and is on file with the North Carolina Utilities Commission.

B. These Terms and Conditions and all Rate Schedules and agreement forms for the supply of electricity which are on file with the North Carolina Utilities Commission are subject to modification by the Commission in the manner prescribed by law. Electricity is furnished by the Company only in accordance with the Terms and Conditions and subject to all applicable Rate Schedules and agreement forms at the time effectively on file with the Commission. Terms and Conditions and Rate Schedules can be found at the Company's Internet website (www.dominionenergy.com.)

C. The failure of the Company to demand strict performance of the terms of or to exercise any right conferred by these Terms and Conditions, shall not be construed as a waiver or relinquishment of the Company's right to assert or rely upon any such terms or right in the future.

IV. SERVICE CONNECTIONS

A. The normal electric service provided by the Company to a Customer's unique load shall be at one Delivery Point, at the mutually agreed characteristics, and metered at the Delivery Point. The Company will apply its rates and charges to Customers on the basis of the facilities normally provided by the Company to serve the demand requirements of the Customer.

B. A service connection charge of \$29.58 will be made whenever service (other than temporary service) is initiated by any Customer at a specified Delivery Point, or resumed after discontinuance at the Customer's request. This charge shall apply to each separate Delivery Point and will be in addition to any other charges required to provide the Customer with electricity.

C. The Company will make application for the permits and acquire the easements necessary for it to provide service to the property occupied by the Applicant or Customer, except that Applicant or Customer may be required to assist in securing such permits and easements on private property. The Applicant or Customer will apply for, obtain, and deliver to the Company all other permits or certificates necessary to give the Company the right to connect its conductors to the Applicant's or Customer's wiring, and access for all other proper purposes, including an easement from the landowner for the Company's facilities. The Company shall not be required to supply electricity until a reasonable time has elapsed after the Company has obtained or received all necessary permits, certificates, and easements. The Company shall further not be obligated to supply electricity until Applicant or Customer has properly prepared the site for installation of the Company's facilities. This preparation is to include, but not be limited to, surveying, staking, grading and clearing of vegetation and debris, as required by the Company.

D. Should any change(s) in the service connection furnished to the Customer by the Company be made necessary by any requirement of public authority, the entire cost of such changes on the Customer's side of the Delivery Point shall be borne by the Customer.

E. All electricity will normally be metered at the voltage delivered to the Customer; however, the Company reserves the right, where it desires for its own purposes, to meter the electricity on the Company's side of the transformer or transformers, but the Customer will then be allowed a discount of 2% in the energy charge.

IV. SERVICE CONNECTIONS (Continued)

F. Whenever a Customer requests that the Company supply electricity to a single premise in a manner which requires equipment and facilities in excess of those which the Company would normally provide, and the Company finds it practical to do so, such excess equipment and facilities will be provided under the following conditions:

1. Electricity will be supplied only to a single premise consisting of contiguous property whose surface is not divided by any dedicated public street, road, highway, or alley or by property not owned or leased by the Customer.
2. The facilities supplied shall be of a kind and type of transmission or distribution line or substation equipment normally used by or acceptable to the Company and shall be installed in a place and manner satisfactory to the Company. All equipment provided and installed by the Company shall be and remain the property of the Company. When excess facilities are provided to supply electricity at more than one Delivery Point, the primary facilities interconnecting the Delivery Points shall be located on the Customer's premise.
3. Excess facilities, or those facilities provided by the Company in addition to those facilities normally provided to supply electricity to the Customer at one Delivery Point, may be installed by the Company under either of the following options:
 - a. The Customer agrees to pay the Company (i) a One-time Facilities Charge equal to the estimated new installed cost of all excess facilities provided by the Company, multiplied by a Tax Effect Recovery Factor, pursuant to Rider D – Tax Effect Recovery, plus (ii) a Monthly Facilities Charge equal to 0.44% of the estimated new installed cost of all Excess Distribution and Substation Facilities, provided by the Company, plus 0.15% of the estimated new installed cost of all Excess Transmission Facilities provided by the Company, which includes replacement and maintenance charges for the excess facilities. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.

IV. SERVICE CONNECTIONS (Continued)

- b. Electricity will continue to be supplied as follows only to those served locations that were contracting for service in accordance with the following provisions prior to May 25, 1988.

The Customer must (i) agree to pay the Company a One-time Facilities Charge equal to the estimated new installed cost of all excess facilities multiplied by a Tax Effect Recovery Factor, pursuant to Rider D – Tax Effect Recovery and (ii) agree to reimburse the Company for any expenditures required for the replacement and maintenance of such facilities, necessary to provide a continuous supply of electricity to the Customer. The Company will, whenever possible, review the anticipated replacement and maintenance costs with the Customer before the additional facilities are installed. However, emergency conditions may not allow for review of the estimated charges prior to such installation but such charges will still apply. The Facilities Charge and reimbursement of Company expenditures for replacement and maintenance will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.

- c. The Customer agrees to pay the Company a Monthly Facilities Charge equal to 1.15% of the estimated new installed cost of all Excess Distribution and Substation Facilities, provided by the Company, plus 0.91% of the estimated new installed cost of all Excess Transmission Facilities provided by the Company, in addition to those the Company would normally provide to supply electricity to the Customer at one Delivery Point. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.
- d. Electricity will continue to be supplied as follows only to those locations that were contracting for service prior to January 1, 2011.

IV. SERVICE CONNECTIONS (Continued)

The Customer agrees to pay the Company (i) a One-time Facilities Charge equal to the estimated new installed cost of all excess facilities provided by the Company, multiplied by a Tax Effect Recovery Factor, pursuant to Rider D – Tax Effect Recovery, plus (ii) a Monthly Facilities Charge equal to 43% of the estimated new installed cost of all excess facilities provided by the Company, which includes replacement and maintenance charges for the excess facilities. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.

The Customer agrees to pay the Company a Monthly Facilities Charge equal to 1.15% of the estimated new installed cost of all excess facilities, provided by the Company in addition to those the Company would normally provide to supply electricity to the Customer at one Delivery Point. The Monthly Facilities Charge will be in addition to the charge for electricity in accordance with the applicable Rate Schedule.

4. The monthly charges contained in subparagraph 3., above, will be billed monthly and will be in addition to the normal charges for electricity in accordance with the applicable Rate Schedule.
5. Whenever a Customer requests the Company to provide an alternate source of supply that the Company would not normally provide, the Facilities Charge for the alternative supply facilities shall be calculated as in subparagraph 3., above. When the facilities used to provide alternate service to a Customer are also used to serve other customers, the cost of such facilities shall be included in the calculation of the Facilities Charge only in the proportion that the capacity reserved for alternate service to the Customer bears to the operating capacity of such facilities.
6. The Company shall not be required to make such installations of equipment and facilities in addition to those normally provided until the Customer has signed such agreements and fulfilled such other conditions as may be required by the Company.

Virginia Electric and Power Company

TERMS AND CONDITIONS

XII. PAYMENTS

A. The supply of electricity by the Company is contingent upon payment of all charges due from the Customer, except for charges for goods and services that are not subject to public utility regulation.

B. The Company will render bills to the Customer at regular intervals. Bills are due and payable as of the billing date and become past due twenty-five (25) days thereafter. However, when circumstances warrant, a non-residential Customer and the Company may agree on an accelerated due date or bill prepayment arrangement for electricity to be provided in lieu of a security deposit. Under a bill prepayment arrangement, the non-residential Customer would be billed, and would pay for, electricity in advance of the Company's provision of such electricity, based on the non-residential Customer's historical patterns of usage and/or estimates of current and/or future usage.

C. A Customer may elect to be billed under an executed Consolidation of Bills Agreement. To be eligible for this agreement: (1) a Customer must have at least twenty-five (25) accounts in the Company's North Carolina service area, (2) the Customer must have a good overall payment history, as evidenced by their credit rating, and (3) it must be anticipated that the accounts will be active for a continuous period of at least one year.

D. A late payment service charge will be imposed if an account is not paid within twenty-five (25) days from the billing date. The late payment charge shall be charged at the rate of 1% per month and shall be applied to any balance in arrears. If a Customer is eligible and has elected to be billed under an Executed Consolidation of Bills Agreement, a late payment service charge will be imposed if the account is not paid within twenty (20) days from the billing date.

E. Bills are payable at any bill payment location designated by the Company or to any collector or collection agency duly authorized by the Company. Except for payments for goods or services that are not subject to public utility regulation, payments shall be paid without regard for any counterclaim whatever.

F. The Company, subject to the limitations listed below, reserves the right to apply any payment or payments made by the Customer in whole or in part to any account due the Company by the Customer. Unless authorized by the Customer, the Company will not: (1) apply payments made on a residential electric service account to an account for nonresidential electric service; or (2) apply payments made on an electric service account to an account for goods or services that are not subject to public utility regulation.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective 01-01-16.
This Filing Effective 01-01-18.

Docket No. E-22, Sub 560

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Virginia Electric and Power Company

TERMS AND CONDITIONS

XII. PAYMENTS (Continued)

G. The Customer will be charged a handling charge of \$13.33 for each check, draft, or electronic debit tendered or authorized as payment on the Customer's account and returned for insufficient or uncollected funds, closed account, revoked authorization, stop payment or other similar reasons. The Company, in its opinion, may refuse to accept a check, draft, or electronic debit tendered or authorized as payment on a Customer's account.

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective 01-01-16.
This Filing Effective 01-01-18.

Docket No. E-22, Sub 560

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XVII. RECONNECTION OF THE SUPPLY OF ELECTRICITY

A. If the supply of electricity has been discontinued for any of the reasons covered by Section XVI - Discontinuance of the Supply of Electricity, the Company shall have a reasonable period of time in which to reconnect the Customer's service after the conditions causing discontinuance shall have been corrected.

B. If the supply of electricity has been discontinued because of improper use, or if, in the Company's opinion, its meter or wires or other apparatus have been tampered with, the Company may refuse to reconnect the Customer's service until the Customer shall have:

1. Paid all delinquent bills (except that payment of delinquent bills for goods or services that are not subject to public utility regulation shall not be a condition to reconnection under this section),
2. Paid to the Company an amount estimated by the Company to be sufficient to cover the electricity used but not recorded by the meter and not previously paid for, and
3. Made such changes in wiring or equipment as may in the opinion of the Company be proper for the Company's protection.

C. If the supply of electricity has been discontinued by the Company at the request of any public authority having jurisdiction, the Customer's service shall not be reconnected until authorization to do so has been obtained from said public authority.

D. When it is necessary to reconnect the supply of electricity, which has been discontinued for any reason(s) covered by Section XVI - Discontinuance of the Supply of Electricity, a service charge as described below shall be made:

1. During normal working hours, a charge of \$28.49 shall apply.
2. During periods other than normal working hours, a charge of \$105.62 shall apply.

E. When the Company requires past-due balances to be paid prior to reconnection, the Company may further require such payments to be made by cash, certified check, electronic debit, or money order at a Company designated payment location when, during the previous twelve months, either of the events below has occurred:

1. The Customer's electric service has been disconnected due to nonpayment of any bill for electric service.
2. The Customer has attempted to make payment by a check, draft, or electronic debit upon which the Company was initially unable to collect.

XXI. METER TESTS REQUESTED BY CUSTOMER

Meter tests requested by a Customer will be made as outlined below, subject to Rule R8-14 of the Commission:

A. Upon written request by a Customer, the Company will test a Company-owned meter serving such Customer without charge provided that such tests will not be made more frequently than once in 12 months. If tests of meters are required by the Customer to be made more frequently than once in 12 months, the Company will require a deposit of:

1. For single-phase meters \$70.00.
2. For poly-phase meters \$93.33.
3. If, when tested, the meter is found to be more than 2% fast, the Company shall refund or credit to the Customer the applicable deposit, as received from the Customer. Otherwise, the Company shall retain the applicable deposit.

B. The Customer, or the Customer's representative, may be present when the meter is tested.

C. A written report of the results of the test will be made to the Customer within 10 days after the completion of the test.

TERMS AND CONDITIONS

XXIII. TEMPORARY SERVICE

Upon request of the Customer, temporary service shall be supplied under the following conditions:

- A. The Customer shall pay to the Company, prior to connection of the service, a Temporary Service Charge which, except as modified by Paragraphs B. and C., shall be the estimated net cost (including all applicable overhead costs) of installing and removing the service facilities furnished by the Company both on and off the Customer's premise, but in no case shall such charge be less than the applicable reconnection service charge in Section XVII of these Terms and Conditions.
- B. Where temporary service is furnished at a permanent service location, the Temporary Service Charge will be the net cost to the Company, including overhead costs, which is in excess of the estimated cost of furnishing the permanent service.
- C. When the construction required to provide temporary service falls in one of the three categories outlined in Sections 1., 2., and 3. below, the Customer may elect to pay, in advance of service connection, the associated flat charge for such a service. However, if the Customer requests the Company to prepare an estimate under either Paragraph A. or B. above, then the flat charge under this paragraph will not be applicable.
 1. When the construction necessary to install the required service does not exceed that required to install a single-phase, three-wire, 200 ampere, 120/240V overhead service which is within 75 feet from an existing pole equipped with adequate secondary, the Customer may elect to pay a flat charge of \$395.58.
 2. When the construction necessary to install the required service does not exceed that required to install a single-phase, three-wire, 200 ampere, 120/240V underground service which is within 36 inches of an existing adequate pad mounted transformer, the Customer may elect to pay a flat charge of \$258.31.
 3. When the construction necessary to install the required service does not exceed that required to install a single-phase, three-wire, 200 ampere, 120/240V underground service which is within 36 inches of an existing adequate secondary or service stub-up, the Customer may elect to pay a flat charge of \$386.96.

Virginia Electric and Power Company

TERMS AND CONDITIONS

XXIV. GENERATOR INTERCONNECTION STANDARD

Electric generator interconnection service includes only the ability to interconnect an electric generator to the Company's facilities. Electric generator interconnection service does not include, without limitation, the purchase or sale of the output of the electric generator, station service, back-up power, the delivery of the output of the electric generator, nor any form of the supply or delivery of electricity to the Interconnection Customer. The Interconnection Customer shall make separate arrangements for any other services that it desires to purchase.

The current North Carolina Interconnection Procedures, Forms and Agreements for State-Jurisdictional Generator Interconnections ("North Carolina Interconnection Standard") are effective on and after May 15, 2015 ("Effective Date"), and shall apply for all North Carolina jurisdictional interconnection requests pending with the Company or submitted by the Interconnection Customer to the Company on and after the Effective Date. The North Carolina Interconnection Standard shall apply to the interconnection and/or parallel operation of a Generating Facility that is under the jurisdiction of the Commission, regardless of: 1) the size or voltage level of the interconnection; or 2) whether the Interconnection Customer is selling electricity or using the electricity produced to offset the Interconnection Customer's own electricity consumption.

The North Carolina Interconnection Standard shall not apply to the interconnection and/or parallel operation service of a Generating Facility: 1) under the jurisdiction of the Federal Energy Regulatory Commission; or 2) under the jurisdiction of the Commission that was interconnected or approved for interconnection on or before June 9, 2008, unless the Company and the Interconnection Customer agree otherwise.

The following Company Internet web page provides more information on interconnections with the Company's facilities and parallel operation service:

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

The North Carolina Interconnection Standard is attached to this section.

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective 05-15-15.
This Filing Effective 01-01-18.

NORTH CAROLINA
INTERCONNECTION PROCEDURES,
FORMS, AND AGREEMENTS
For State-Jurisdictional Generator Interconnections

Effective 5/15/2015

Docket No. E-100, Sub 101

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Section 1. General Requirements

1.1 Applicability

- 1.1.1 This Standard contains the requirements, in addition to applicable tariffs and service regulations, for the interconnection and parallel operation of Generating Facilities with Utility Systems in North Carolina. These procedures apply to Generating Facilities that are interconnecting to Utility Systems in North Carolina where the Interconnection Customer is not selling the output of its Generating Facility to an entity other than the Utility to which it is interconnecting.

Interconnection Requests for new Generating Facilities shall be submitted to the Utility for approval at the final design stage and prior to the beginning of construction.

The submission of a written request for a Section 1.2 Pre-Request Response and/or Section 1.3 Pre-Application Report is encouraged to identify potential interconnection issues unforeseen by the Interconnection Customer.

Revised Interconnection Requests for equipment or design changes should be submitted pursuant to Section 1.5.

Notification by the Interconnection Customer to the Utility of change of ownership or change in control should be submitted pursuant to Section 6.11.

- 1.1.1.1 A request to interconnect a certified inverter-based Generating Facility no larger than 20 kW shall be evaluated under the Section 2, 20 kW Inverter Process. (See Attachments 4 and 5 for certification criteria.)
- 1.1.1.2 A request to interconnect a certified Generating Facility no larger than the capacity specified in Section 3.1 shall be evaluated under the Section 3 Fast Track Process. (See Attachments 4 and 5 for certification criteria.)
- 1.1.1.3 A request to interconnect a Generating Facility larger than the capacity stated in Section 3.1, or a Generating Facility that does not qualify for or pass the Fast Track Process or qualify for the 20 kW Inverter Process, shall be evaluated under the Section 4 Study Process. Interconnection Customers that qualify for Section 2 or Section 3 may also choose to proceed directly to Section 4 if they believe Section 4 review is likely to be necessary.

- 1.1.2 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of these procedures.
- 1.1.3 The 2015 revisions to the Commission's interconnection standard shall not apply to Generating Facilities already interconnected as of the effective date of the 2015 revisions to this Standard, unless the Interconnection Customer proposes a Material Modification, transfers ownership of the Generating Facility, or application of the 2015 revisions to the Commission's interconnection standard are agreed to in writing by the Utility and the Interconnection Customer. This Standard shall apply if the Interconnection Customer has not actually interconnected the Generating Facility as of the effective date of the 2015 revisions.

Any Interconnection Customer that has not executed an interconnection agreement with the Utility prior to the effective date of the 2015 revisions to this Standard shall have 30 Calendar Days following the later of the effective date of the Standards or the posted date of notice in writing from the Utility to demonstrate site control pursuant to Section 1.6, and to post the deposit outlined in Section 1.4.

Any Interconnection Customer that has executed an interconnection agreement with the Utility prior to the effective date of this Standard but the Utility has not actually interconnected the Generating Facility, shall have 60 Calendar Days to submit Upgrade and Interconnection Facility payments (or Financial Security acceptable to the Utility for Interconnection Facilities only) required pursuant to Section 5.2. Any amounts previously paid by the Interconnection Customer at the time deposit or payment is due under this Section shall be credited towards the deposit amount or other payment required under this Section.

- 1.1.4 Prior to submitting its Interconnection Request, the Interconnection Customer may ask the Utility's interconnection contact employee or office whether the proposed interconnection is subject to these procedures. The Utility shall respond within 10 Business Days.
- 1.1.5 Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.
- 1.1.6 References in these procedures to Interconnection Agreement are to the North Carolina Interconnection Agreement. (See Attachment 9.)

1.2 Pre-Request Response

- 1.2.1 The Utility shall designate an employee or office from which information on the application process can be obtained through informal requests from the Interconnection Customer presenting a proposed project for a specific site. The name, telephone number, and e-mail address of such contact employee or office shall be made available on the Utility's Internet web site.
- 1.2.2 The Interconnection Customer may request a Pre-Request Response by providing the Utility details of a potential project in writing, including site address, grid coordinates, project size and proposed Point of Interconnection.

Electric system information provided to the Interconnection Customer should include number of phases and voltage of closest circuit, distance to existing source, distance to substation, and other information and/or materials useful to an understanding of an interconnection at a particular point on the Utility's System, to the extent such provision does not violate confidentiality provisions of prior agreements or critical infrastructure requirements. The Utility shall comply with reasonable requests for such information in a timely manner, not to exceed ten (10) Business Days. The Pre-Request Response produced by the Utility is non-binding and does not confer any rights. The Interconnection Customer must still meet the Section 1.4 requirements to apply to interconnect to the Utility's system and to obtain a Queue Number. Any one developer shall have no more than five (5) requests for Pre-Request Responses in the Pre-Request Response queue at one time.

1.3 Pre-Application Report

- 1.3.1 In addition to, or instead of, requesting an informal Pre-Request Response, an Interconnection Customer may submit a formal written Pre-Application Report request form (see Attachment 3) along with a non-refundable fee of \$300 for a Pre-Application Report on a proposed project at a specific site. The Utility shall provide the Pre-Application data described in Section 1.3.2 to the Interconnection Customer within ten (10) Business Days of receipt of the completed request form and payment of the \$300 fee. The Pre-Application Report produced by the Utility is non-binding, does not confer any rights, and the Interconnection Customer must still successfully apply to interconnect to the Utility's system and to obtain a Queue Number. The written Pre-Application Report request form shall include the information in Sections 1.3.1.1 through 1.3.1.8 below to clearly and sufficiently identify the location of the proposed Point of Interconnection. Any one developer shall have no more than five (5) requests for Pre-Application Reports in the Pre-Application Report queue at one time.

- 1.3.1.1 Project contact information, including name, address, phone number, and email address.
 - 1.3.1.2 Project location (street address, location map with nearby cross streets and town, etc.).
 - 1.3.1.3 Meter number, pole number, location map or other equivalent information identifying proposed Point of Interconnection, if available.
 - 1.3.1.4 Generator Type (e.g., solar, wind, combined heat and power, etc.)
 - 1.3.1.5 Size (alternating current kW).
 - 1.3.1.6 Single or three phase generator configuration.
 - 1.3.1.7 Stand-alone generator (no onsite load, not including station service – Yes or No?)
 - 1.3.1.8 Is new service requested? Yes or No? If there is existing service, include the customer account number, site minimum and maximum current or proposed electric loads in kW (if available) and specify if the load is expected to change.
- 1.3.2. Using the information provided by the Interconnection Customer in the Pre-Application Report request form in Section 1.3.1, the Utility shall identify the substation/area bus, bank or circuit likely to serve the proposed Point of Interconnection. This selection by the Utility does not necessarily indicate, after application of the screens and/or study, that this would be the circuit the project ultimately connects to. The Interconnection Customer must request additional Pre-Application Reports if information about multiple Points of Interconnection is requested. Subject to Section 1.3.3, the Pre-Application Report shall include the following information:
- 1.3.2.1 Total capacity (in MW) of substation/area bus, bank or circuit based on normal or operating ratings likely to serve the proposed Point of Interconnection.
 - 1.3.2.2 Existing aggregate generation capacity (in MW) interconnected to a substation/area bus, bank or circuit (i.e., amount of generation online) likely to serve the proposed Point of Interconnection.

- 1.3.2.3 Aggregate queued generation capacity (in MW) for a substation/area bus, bank or circuit (i.e., amount of generation in the queue) likely to serve the proposed Point of Interconnection.
- 1.3.2.4 Substation nominal distribution voltage and/or transmission nominal voltage if applicable.
- 1.3.2.5 Nominal distribution circuit voltage at the proposed Point of Interconnection.
- 1.3.2.6 Approximate circuit distance between the proposed Point of Interconnection and the substation.
- 1.3.2.7 Relevant line section(s) actual or estimated peak load and minimum load data, including daytime minimum load and absolute minimum load, when available.
- 1.3.2.8 Number and rating of protective devices and number and type (standard, bi-directional) of voltage regulating devices between the proposed Point of Interconnection and the substation/area. Identify whether the substation has a load tap changer.
- 1.3.2.9 Number of phases available at the proposed Point of Interconnection. If a single phase, distance from the three-phase circuit.
- 1.3.2.10 Limiting conductor ratings from the proposed Point of Interconnection to the distribution substation.
- 1.3.2.11 Whether the Point of Interconnection is located on a spot network, grid network, or radial supply.
- 1.3.2.12 Based on the proposed Point of Interconnection, existing or known constraints such as, but not limited to, electrical dependencies at that location, short circuit interrupting capacity issues, power quality or stability issues on the circuit, capacity constraints, or secondary networks.
- 1.3.2.13 Other information regarding an Affected System the Utility deems relevant to the Interconnection Customer.

- 1.3.3 The Pre-Application Report need only include existing data. A Pre-Application Report request does not obligate the Utility to conduct a study or other analysis of the proposed generator in the event that data is not readily available. If the Utility cannot complete all or some of the Pre-Application Report due to lack of available data, the Utility shall provide the Interconnection Customer with a Pre-Application Report that includes the data that is readily available. Notwithstanding any of the provisions of this section, the Utility shall, in good faith, include data in the Pre-Application Report that represents the best available information at the time of reporting. Further, the total capacity provided in Section 1.3.2.1 does not indicate that an interconnection of aggregate generation up to this level may be completed without impacts since there are many variables studied as part of the interconnection review process, and data provided in the Pre-Application Report may become outdated at the time of the submission of the complete Interconnection Request.

1.4 Interconnection Request

- 1.4.1 The Interconnection Customer shall submit its Interconnection Request to the Utility, and the Utility shall notify the Interconnection Customer confirming receipt of the Interconnection Request within three (3) Business Days of receiving the Interconnection Request.

The Interconnection Request Application Form shall be date- and time-stamped upon receipt of the following:

- 1.4.1.1 A substantially complete Interconnection Request Application Form contained in Attachment 2 submitted by a valid legal entity registered with the North Carolina Secretary of State, and signed by the Interconnection Customer.
- 1.4.1.2 The applicable fee or Interconnection Request Deposit. The applicable fee is specified in the Interconnection Request Application Form and applies to a certified inverter-based Generating Facility no larger than 20 kW reviewed under Section 2 and to any certified Generating Facility no larger than the capacity specified in Section 3.1 to be evaluated under the Section 3 Fast Track Process.

For all Generating Facilities that do not qualify for the 20 kW Inverter Process or the Fast Track Process, fail the Fast Track and Supplemental Review Process under Section 3.0 and are to be evaluated under the Section 4 Study Process, an Interconnection Request Deposit is required. The Interconnection Request Deposit shall equal \$20,000 plus one dollar (\$1.00) per kWac of capacity specified in the Interconnection Request Application Form, not to exceed an aggregate Interconnection

Request Deposit of \$100,000. The Interconnection Request Deposit is intended to cover the Utility's reasonably anticipated costs for conducting the System Impact Study and the Facilities Study. Such deposit shall, however, be applicable towards the cost of all studies, Upgrades and Interconnection Facilities.

- 1.4.1.3 A Site Control Verification letter (sample included within Attachment 2).
 - 1.4.1.4 A site plan indicating the location of the project, the property lines and the desired Point of Interconnection.
 - 1.4.1.5 An electrical one-line diagram for the Generating Facility.
 - 1.4.1.6 Inverter specification sheets for the Interconnection Customer's equipment that will be utilized.
- 1.4.2 The original date- and time-stamp applied to the Interconnection Request Application Form shall be accepted as the qualifying date- and time-stamp for the purposes of establishing Queue Position and any timetable in these procedures.
- 1.4.3 The Utility shall notify the Interconnection Customer within ten (10) Business Days of the receipt of the Interconnection Request Application Form as to whether the Form and initial supporting documentation specified in Sections 1.4.1.1 through 1.4.1.6 are complete or incomplete. An Interconnection Request will be deemed complete upon submission of the listed information in Section 1.4.1 to the Utility.
- 1.4.4 If the Interconnection Request Application Form and/or the initial supporting documentation is incomplete, the Utility shall provide, along with notice that the information is incomplete, a written list detailing all information that must be provided. The Interconnection Customer will have ten (10) Business Days after receipt of the notice to submit the listed information. If the Interconnection Customer does not provide the listed information or a request for an extension of time, not to exceed ten (10) additional Business Days, within the deadline, the Interconnection Request will be deemed withdrawn.
- 1.5 Modification of the Interconnection Request
- "Material Modification" means a modification to machine data or equipment configuration or to the interconnection site of the Generating Facility that has a material impact on the cost, timing or design of any Interconnection Facilities or Upgrades. Material Modifications include project revisions proposed at any time after receiving notification by the Utility of a complete Interconnection Request pursuant to Section 1.4.3 that 1) alters the size or output characteristics of the

Generating Facility from its Utility-approved Interconnection Request submission; or 2) may adversely impact other Interdependent Interconnection Requests with higher Queue Numbers.

1.5.1 Indicia of a Material Modification, include, but are not limited to:

- 1.5.1.1 A change in Point of Interconnection (POI) to a new location, unless the change in a POI is on the same circuit less than two (2) poles away from the original location, and the new POI is within the same protection zone as the original location;
- 1.5.1.2 A change or replacement of generating equipment such as generator(s), inverter(s), transformers, relaying, controls, etc. that is not a like-kind substitution in size, ratings, impedances, efficiencies or capabilities of the equipment specified in the original or preceding Interconnection Request;
- 1.5.1.3 A change from certified to non-certified devices ("certified" means certified by an OSHA recognized Nationally Recognized Test Laboratory (NRTL), to relevant UL and IEEE standards, authorized to perform tests to such standards);
- 1.5.1.4 A change of transformer connection(s) or grounding from that originally proposed;
- 1.5.1.5 A change to certified inverters with different specifications or different inverter control specifications or set-up than originally proposed;
- 1.5.1.6 An increase of the AC output of a Generating Facility; or
- 1.5.1.6 A change reducing the AC output of the generating facility by more than 10%.

1.5.2 The following are not indicia of a Material Modification:

- 1.5.2.1 A change in ownership of a Generating Facility; the new owner, however, will be required to execute a new Interconnection Agreement and Study agreement(s) for any Study which has not been completed and the Report issued by the Utility.
- 1.5.2.2 A change or replacement of generating equipment such as generator(s), inverter(s), solar panel(s), transformers, relaying, controls, etc. that is a like-kind substitution in size, ratings, impedances, efficiencies or capabilities of the equipment specified in the original or preceding Interconnection Request;

1.5.2.3 An increase in the DC/AC ratio that does not increase the maximum AC output capability of the generating facility;

1.5.2.4 A decrease in the DC/AC ratio that does not reduce the AC output capability of the generating facility by more than 10%.

1.5.3 To the extent Interconnection Customer proposes to modify any information provided in the Interconnection Request deemed complete by the Utility, the Interconnection Customer shall submit any such modifications to the Utility in writing. If the Utility determines that the proposed modification(s) constitutes a Material Modification, the Utility shall notify the Interconnection Customer in writing within ten (10) Business Days that the modification is a Material Modification and the Interconnection Request shall be withdrawn from the Queue unless the Interconnection Customer withdraws the proposed Material Modification within 15 Calendar Days of receipt of the Utility's written notification. If the modification is determined by the Utility not to be a Material Modification, then the Utility shall notify the Interconnection Customer in writing that the modification has been accepted and that the Interconnection Customer shall retain its Queue Number. Any dispute as to the Utility's determination that a modification constitutes a Material Modification shall proceed in accordance with Section 6.2 below.

1.5.4 Modification Inquiry

1.5.4.1 Prior to making any modification, the Interconnection Customer may first submit an informal modification inquiry in writing that requests the Utility to evaluate whether such modification to the original or most recent Interconnection Request is a Material Modification. The Interconnection Customer shall provide specific details on all changes that are to be considered by the Utility.

1.5.4.2 In response to Interconnection Customer's informal request, if the Utility evaluates the proposed modification(s) and determines that the changes are not Material Modifications, the Utility shall inform the Interconnection Customer in writing within ten (10) Business Days. If the Interconnection Customer wishes to proceed with the proposed modification(s), the Interconnection Customer shall submit a revised Interconnection Request Application Form that reflects the approved modifications.

1.6 Site Control

Documentation of site control shall be submitted to the utility with the Interconnection Request using the sample site control verification form included in the Interconnection Request in Attachment 3.

Site control may be demonstrated through:

1. Ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility;
2. An option to purchase or acquire a leasehold site for such purpose; or
3. An exclusivity or other business relationship between the Interconnection Customer and the entity having the right to sell, lease, or grant the Interconnection Customer the right to possess or occupy a site for such purpose.

Should Interconnection Customer's site control lapse at any point in time prior to interconnection and such lapse is brought to the attention of Utility, the Utility shall notify the Interconnection Customer in writing of the alleged lapse in site control. The Interconnection Customer shall have ten (10) Business Days from the posted date on the notice from the Utility to cure and submit documentation of re-established site control, where failure to cure the lapse will result in the Interconnection Request being deemed withdrawn.

1.7 Queue Number

- 1.7.1 The Utility shall assign a Queue Number pursuant to Section 1.4.2. The Queue Number of each Interconnection Request shall be used to determine the cost responsibility for the Upgrades necessary to accommodate the interconnection. Subject to Section 1.8, the Queue Number of each Interconnection Request shall also determine the order in which each Interconnection Request is studied.
- 1.7.2 Subject to the provisions of Sections 1.4, 1.5, and 1.6, Generating Facilities shall retain the Queue Number assigned to their initial Interconnection Request throughout the review process, including where moving through the processes covered by Sections 2, 3, and 4.

1.8 Interdependent Projects

"Interdependent Customer" (or "Project"), "Project A" and "Project B" are defined in the glossary of terms (see Attachment 1).

- 1.8.1 Upon an Interconnection Customer's submission of a Section 1.4 Interconnection Request for the Section 3 Fast Track Process or Section 4 Study Process, the Utility shall review the Interconnection Request and make a preliminary determination whether any known Interdependency exists between the Interconnection Customer's proposed Generating Facility and any other Interconnection Customer with a lower Queue Number. Any preliminary determination by the Utility that the Generating Facility does not create an Interdependency will result in the Interconnection Request being preliminarily designated as a Project A and the Utility shall

proceed immediately to either the Section 3 Fast Track Process or the Section 4 Study process, as applicable. The Utility shall advise the Interconnection Customer at the Section 4.2 Scoping Meeting, if requested by the Interconnection Customer, regarding its preliminary determination of whether Interdependency would be created by the Generating Facility. A Generating Facility designated and reviewed for system impacts as a Project A may still be determined to create an Interdependency and may be designated by the Utility as an Interdependent Project during the Section 4.3 System Impact Study Process. Once the System Impact Study report is issued by the Utility designated a Generating Facility as a Project A for purposes of the Section 4.4 Facilities Study, the Interconnection Request shall retain this designation without change.

- 1.8.2 If the Utility determines that that the Interconnection Customer's proposed Generating Facility is Interdependent with one (1) other Interconnection Request with a lower Queue Number, the Utility shall notify the Interconnection Customer at the Section 4.2 Scoping Meeting that the Interconnection Request is designated as a Project B.
 - 1.8.2.1 Following the Section 4.2 Scoping Meeting and execution of the System Impact Study Agreement, the Project B shall proceed to the Section 4.3 System Impact Study process. Project B shall receive a System Impact Study report that assumes the interdependent Project A Interconnect Request with the lower Queue Number completes construction and interconnection and another System Impact Study report that assumes the interdependent Project A Interconnect Request with the lower Queue Number is not constructed and is withdrawn.
 - 1.8.2.2 The Utility shall not proceed to a Project B Facilities Study until after the Project B Interconnection Customer returns a signed Facilities Study Agreement to the Utility and the Utility has issued the Section 4.4.4 Facilities Study report for the Interdependent Project A. The Project B Interconnection Customer shall then have the option of whether to proceed with a Facility Study, or wait until the Interdependent Project A executes a Final Interconnection Agreement and makes payment for any required Upgrade, Interconnection Facilities, and other charges under Section 5.2. If the Project B Interconnection Customer with a signed Facilities Study Agreement prior to Interdependent Project A committing to Section 5 construction, the Project B's Facility Study shall assume that the interdependent Project A Interconnection Request with the lower Queue Number completes construction and interconnection. If Project A is later cancelled prior to the Project A Interconnection Customer making payment for the required Upgrade, the Utility will revise the Project B Facility Study at Project B Interconnection Customer's

expense. If Project B Interconnection Customer chooses to wait to request the Project B Facility Study, Project B is not required to adhere to the timeline in Section 4.4.1 until Project A has signed an Interconnection Agreement and paid the payment charge specified in Section 5.2.4 of these Interconnection Procedures or withdrawn.

- 1.8.3 If the Utility determines that that the Interconnection Customer's proposed Generating Facility is Interdependent with more than one (1) other Interconnection Request with lower Queue Numbers, the Utility shall make a preliminary determination and notify the Interconnection Customer at the Section 4.2 Scoping Meeting, if requested by the Interconnection Customer, describing generally the number and type of Interdependencies of Interconnection Requests with lower Queue Numbers.

1.8.3.1 The Utility shall not study a project if it is interdependent with more than one project, each of which has a lower Queue Number. The utility will study a project when interdependency with only one lower Queue Number project exists. The removal of interdependency with multiple projects may be the result of 1) upgrades to the Utility System which eliminate the cause of the interdependency, 2) withdrawal of interdependent project(s) with lower Queue Numbers, or 3) a lower Queue Number project signing an Interconnection Agreement and making payments required in Section 5.2.4.

1.8.3.2 Within five (5) Business Days of an Interconnection Request becoming a Project B Interconnection Request that is Interdependent with only one (1) other Interconnection Request with a lower Queue Number, the Utility shall schedule the Section 4.2 Scoping Meeting and provide the new Project B an executable System Impact Study Agreement. Upon being designated by the Utility as a Project B the Interconnection Customer's Queue Number will be used to determine the order in which the Interconnection Request is studied under section 4.3 relative to all other Interconnection Requests.

1.9 Interconnection Requests Submitted Prior to the Effective Date of these Procedures

Other than as set forth in Section 1.1.3, nothing in this Standard affects an Interconnection Customer's Queue Number assigned before the effective date of these procedures. Interconnection Requests which have received a System Impact Study report as of the effective date of these procedures that did not identify any interdependency with another project shall be deemed a Project A. Any Interconnection Requests for which the Utility has not completed the System Impact Study and issued a System Impact Study report to the Interconnection

Customer as of the effective date of these procedures shall be reviewed for Interdependency pursuant to Section 1.8.

Should an Interconnection Customer fail to comply with Section 1.1.3 following receipt of written notice specifying how the Interconnection Customer failed to comply and the expiration of an opportunity to cure by the close of business on the tenth (10th) Business Day following the posted date of such notice to cure, such Interconnection Customer will lose its Queue Number and such Interconnection Request shall be deemed withdrawn.

Section 2. Optional 20 kW Inverter Process for Certified Inverter-Based Generating Facilities No Larger than 20 kW

2.1 Applicability

The 20 kW Inverter Process is available to an Interconnection Customer proposing to interconnect its inverter-based Generating Facility with the Utility's System if the Generating Facility is no larger than 20 kW and if the Interconnection Customer's proposed Generating Facility meets the codes, standards, and certification requirements of Attachments 4 and 5 of these procedures, or the Utility has reviewed the design or tested the proposed Generating Facility and is satisfied that it is safe to operate.

The Utility may require the Interconnection Customer to install a manual load-break disconnect switch or safety switch as a clear visible indication of switch position between the Utility System and the Interconnection Customer. When the installation of the switch is not otherwise required (e.g. National Electric Code, state or local building code) and is deemed necessary by the Utility for certified, inverter-based generators no larger than 10 kW, the Utility shall reimburse the Interconnection Customer for the reasonable cost of installing a switch that meets the Utility's specifications (see also Section 6.16).

2.2 Interconnection Request

The Interconnection Customer shall complete the Interconnection Request Application Form for a certified inverter-based Generating Facility no larger than 20 kW in the form provided in Attachment 6 and submit it to the Utility, together with the non-refundable processing fee specified in the Interconnection Request Application Form and the documentation required pursuant to Section 1.4.1.

2.2.1 The Utility shall verify that the Generating Facility can be interconnected safely and reliably using the screens contained in the Fast Track Process. (See Section 3.2.1.) The Utility has 15 Business Days to complete this process. Unless the Utility determines and demonstrates that the Generating Facility cannot be interconnected safely and reliably, the Utility shall approve the Interconnection Request upon fulfillment of all

requirements in Section 1.4 and return the Interconnection Request Application Form to the Interconnection Customer.

2.2.1.2 If the proposed interconnection passes the screens but the Utility determines that minor Utility construction is required to interconnect the Generating Facility to the Utility's system, the Interconnection Request shall be approved and the Utility will provide the Interconnection Customer a non-binding good faith estimate of the cost of interconnection along with the Interconnection Request Application Form within 15 Business Days after the determination.

2.2.1.3 If the proposed interconnection passes the screens, but the costs of interconnection including System Upgrades and Interconnection Facilities cannot be determined without further study or review, the Utility will notify the Interconnection Customer that the Utility will need to complete a Facilities Study under Section 4.4 to determine the necessary costs of interconnection. 2.2.2 Screens failure: Despite the failure of one or more screens, the Utility, at its sole option, may approve the interconnection provided such approval is consistent with safety and reliability. If the Utility cannot determine that the Generating Facility may be interconnected consistent with safety, reliability, and power quality standards, the Utility shall provide the Interconnection Customer with detailed information on the reasons for failure in writing. In addition, the Utility shall either:

2.2.2.1 Notify the Interconnection Customer in writing that the Utility is continuing to evaluate the Generating Facility under Section 3.4 Supplemental Review if the Utility concludes that the Supplemental Review might determine that the Generating Facility could continue to qualify for interconnection pursuant to Fast Track; or

2.2.2.2 Offer to continue evaluating the Interconnection Request under the Section 4 Study Process.

2.3 Certificate of Completion

2.3.1 After installation of the Generating Facility, the Interconnection Customer shall submit the Certificate of Completion in the form provided in Attachment 6 to the Utility. Prior to parallel operation, the Utility may inspect the Generating Facility for compliance with standards including a witness test and the scheduling of an appropriate metering replacement, if necessary.

2.3.2 The Utility shall notify the Interconnection Customer in writing that interconnection of the Generating Facility is authorized. If the witness test is not satisfactory, the Utility has the right to disconnect the Generating Facility. The Interconnection Customer has no right to operate in parallel with the Utility until a witness test has been performed, or previously waived on the Interconnection Request. The Utility is obligated to complete this witness test within ten (10) Business Days of the receipt of the Certificate of Completion. If the Utility does not inspect within ten (10) Business Days or by mutual agreement of the Parties, the witness test is deemed waived.

2.3.3 Interconnection and parallel operation of the Generating Facility is subject to the Terms and Conditions stated in Attachment 6 of these procedures.

2.4 Contact Information

The Interconnection Customer must provide its contact information. If another entity is responsible for interfacing with the Utility, that contact information must also be provided on the Interconnection Request Application Form.

2.5 Ownership Information

The Interconnection Customer shall provide the legal name(s) of the owner(s) of the Generating Facility.

2.6 UL 1741 Listed

The Underwriters' Laboratories (UL) 1741 standard (Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources) addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers submit their equipment to a nationally recognized testing laboratory that verifies compliance with UL 1741. This "listing" is then marked on the equipment and supporting documentation.

Section 3. Optional Fast Track Process for Certified Generating Facilities

3.1 Applicability

The Fast Track Process is available to an Interconnection Customer proposing to interconnect its Generating Facility with the Utility's System if the Generating Facility's capacity does not exceed the size limits identified in the table below. Generating Facilities below these limits are eligible for Fast Track review. However, Fast Track eligibility is distinct from the Fast Track Process itself, and eligibility does not imply or indicate that a Generating Facility will pass the Fast Track screens in Section 3.2 below or the Supplemental Review screens in Section 3.4 below.

Fast Track eligibility is determined based upon the generator type, the size of the generator, voltage of the line and the location of and the type of line at the Point of Interconnection. All Generating Facilities connecting to lines greater or equal to 35 kilovolt (kV) are ineligible for the Fast Track Process regardless of size. For inverter-based systems, only certified inverter-based systems are eligible for the Fast Track Process and the size limit varies according to the voltage of the line at the proposed Point of Interconnection. Certified inverter-based Generating Facilities located within 2.5 electrical circuit miles of a substation and on a mainline (as defined in the table below) are eligible for the Fast Track Process under the higher thresholds set forth in the table below. In addition to the size threshold, the Interconnection Customer's proposed Generating Facility must meet the codes, standards, and certification requirements of Attachments 4 and 5 of these procedures, or the Utility has to have reviewed the design or tested the proposed Generating Facility and be satisfied that it is safe to operate.

Fast Track Eligibility for Inverter-Based Systems ¹		
Line Voltage	Fast Track Eligibility Regardless of Location	Fast Track Eligibility on a Mainline ² and ≤ 2.5 Electrical Circuit Miles from Substation ³
< 5 kV	≤ 100 kW	≤ 500 kW
≥ 5 kV and < 15 kV	≤ 1 MW	≤ 2 MW
≥ 15 kV and < 35 kV	≤ 2 MW	≤ 2 MW

¹ Must be an UL certified inverter.

² For purposes of this table, a mainline is the three-phase backbone of a circuit. It will typically constitute lines with wire sizes of 4/0 American wire gauge, 336.4 kcmil, 397.5 kcmil, 477 kcmil and 795 kcmil.

³An Interconnection Customer can determine this information about its proposed interconnection location in advance by requesting a pre-application report pursuant to section 1.2.

3.2 Initial Review

Within 15 Business Days after the Utility notifies the Interconnection Customer it has received a complete Interconnection Request pursuant to Section 1.4, the Utility shall perform an initial review using the screens set forth below, shall notify the Interconnection Customer of the results, and include with the notification copies of the analysis and data underlying the Utility's determinations under the screens.

3.2.1 Screens

3.2.1.1 The proposed Generating Facility's Point of Interconnection must be on a portion of the Utility's Distribution System.

- 3.2.1.2 For interconnection of a proposed Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Generating Facility, on the circuit shall not exceed 15% of the line section annual peak load as most recently measured at the substation. A line section is that portion of a Utility's System connected to a customer bounded by automatic sectionalizing devices or the end of the distribution line.
- 3.2.1.3 For interconnection of a proposed Generating Facility to a radial distribution circuit, the aggregated generation, including the proposed Generating Facility, on the circuit shall not exceed 90% of the circuit and/or bank minimum load at the substation.
- 3.2.1.4 All synchronous and induction machines must be connected to a distribution circuit where the local minimum load to generation ratio on the circuit line segment is larger than 3 to 1. A 3-1 load to generation ratio screen utilizes actual recorded data that is sufficient to establish the minimum threshold.
- 3.2.1.5 For interconnection of a proposed Generating Facility to the load side of spot network protectors, the proposed Generating Facility must utilize an inverter-based equipment package and, together with the aggregated other inverter-based generation, shall not exceed the smaller of 5% of a spot network's maximum load or 50 kW.
- 3.2.1.6 The proposed Generating Facility, in aggregation with other generation on the distribution circuit, shall not contribute more than 10% to the distribution circuit's maximum fault current at the point on the high voltage (primary) level nearest the proposed point of change of ownership.
- 3.2.1.7 The proposed Generating Facility, in aggregate with other generation on the distribution circuit, shall not cause any distribution protective devices and equipment (including, but not limited to, substation breakers, fuse cutouts, and line reclosers), or Interconnection Customer equipment on the system to exceed 87.5% of the short circuit interrupting capability; nor shall the interconnection be proposed for a circuit that already exceeds 87.5% of the short circuit interrupting capability.

- 3.2.1.8 Using the table below, determine the type of interconnection to a primary distribution line. This screen includes a review of the type of electrical service to be provided to the Interconnection Customer, including line configuration and the transformer connection for the purpose of limiting the potential for creating over-voltages on the Utility's System due to a loss of ground during the operating time of any anti-islanding function.

Primary Distribution Line Type	Type of Interconnection to Primary Distribution Line	Result/Criteria
Three-phase, three wire	3-phase or single phase, phase-to-phase	Pass Screen
Three-phase, four wire	Effectively-grounded three-phase or single phase, line-to-neutral	Pass Screen

- 3.2.1.9 If the proposed Generating Facility is to be interconnected on a single-phase shared secondary, the aggregate Generating Facility capacity on the shared secondary, including the proposed Generating Facility, shall not exceed 65% of the transformer nameplate rating.
- 3.2.1.10 If the proposed Generating Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.
- 3.2.1.11 The Generating Facility, in aggregate with other generation interconnected to the transmission side of a substation transformer feeding the circuit where the Generating Facility proposes to interconnect shall not exceed 10 MW in an area where there are known, or posted, transient stability limitations to generating units located in the general electrical vicinity (e.g., three or four transmission busses from the point of interconnection).

3.2.2 Screen Results

- 3.2.2.1 If the proposed interconnection passes the screens and requires no construction by the Utility on its own System, the Interconnection Request shall be approved and the Utility will provide the Interconnection Customer an executable Interconnection Agreement within ten (10) Business Days after the determination.

- 3.2.2.2 If the proposed interconnection passes the screens and the Utility is able to determine without further study or review that only minor Utility construction is required to interconnect the Generating Facility to the Utility's system, the Interconnection Request shall be approved and the Utility will provide the Interconnection Customer a non-binding good faith estimate of the cost of interconnection along with an executable Interconnection Agreement within 15 Business Days after the determination.
- 3.2.2.3 If the proposed interconnection passes the screens, but the costs of interconnection including System Upgrades and Interconnection Facilities cannot be determined without further study or review, the Utility will notify the Interconnection Customer that the Utility will need to complete a Facilities Study under Section 4.4 to determine the necessary costs of interconnection.
- 3.2.2.4 If the proposed interconnection fails the screens, but the Utility determines that the Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards, and requires no construction by the Utility on its own System, the Utility shall provide the Interconnection Customer an executable Interconnection Agreement within ten (10) Business Days after the determination.
- 3.2.2.5 If the proposed interconnection fails the screens, but the Utility determines that the Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards and the Utility is able to determine without further study or review that only minor Utility construction is required to interconnect with the Generating Facility, the Interconnection Request shall be approved and the Utility will provide the Interconnection Customer a non-binding good faith estimate of the cost of interconnection along with an executable Interconnection Agreement within 15 Business Days after the determination.
- 3.2.2.6 If the proposed interconnection fails the screens, and the Utility does not or cannot determine from the initial review that the Generating Facility may nevertheless be interconnected consistent with safety, reliability, and power quality standards unless the Interconnection Customer is willing to consider minor modifications or further study, the Utility shall provide the Interconnection Customer with the opportunity to attend a customer options meeting as described in Section 3.3 below.

3.3 Customer Options Meeting

If the Utility determines the Interconnection Request cannot be approved without (1) minor modifications at minimal cost, (2) a supplemental study or other additional studies or actions, or (3) incurring significant cost to address safety, reliability, or power quality problems, the Utility shall notify the Interconnection Customer of that determination within five (5) Business Days after the determination, and provide copies of all data and analyses underlying its conclusion. Within ten (10) Business Days of the Utility's determination, the Utility shall offer to convene a customer options meeting to review possible Interconnection Customer facility modifications or the screen analysis and related results, to determine what further steps are needed to permit the Generating Facility to be connected safely and reliably. At the time of notification of the Utility's determination, or at the customer options meeting, the Utility shall:

- 3.3.1 Offer to perform facility modifications or minor modifications to the Utility's System (e.g., changing meters, fuses, relay settings) and provide a non-binding good faith estimate of the limited cost to make such modifications to the Utility's System. The Interconnection Customer shall have ten (10) Business Days to agree to pay for the modifications to the Utility's electric system or the Interconnection Request shall be deemed to be withdrawn. If the Interconnection Customer agrees to pay for the modifications to the Utility's electric system, the Utility will provide the Interconnection Customer with an executable Interconnection Agreement within ten (10) Business Days of the Interconnections Customer's agreement to pay; or
- 3.3.2 Offer to perform a supplemental review under Section 3.4 if the Utility concludes that the supplemental review might determine that the Generating Facility could continue to qualify for interconnection pursuant to the Fast Track Process, and provide a non-binding good faith estimate of the costs of such review. The Interconnection Customer shall have ten (10) Business Days to accept the Utility's offer to perform a Supplemental Review and post any deposit requirement for the Supplemental Review, or the Interconnection Request shall be deemed to be withdrawn; or
- 3.3.3 Offer to continue evaluating the Interconnection Request under the Section 4 Study Process. The Interconnection Customer shall have ten (10) Business Days to agree in writing to its Interconnection Request continuing to be evaluated under the Section 4 Study Process, and post any deposit requirement for the Study Process, or the Interconnection Request shall be deemed to be withdrawn.

3.4 Supplemental Review

If the Interconnection Customer agrees to a supplemental review, the Interconnection Customer shall agree in writing within 15 Business Days of the offer, and submit a deposit for the estimated costs or the request shall be deemed to be withdrawn. The Interconnection Customer shall be responsible for the Utility's actual costs for conducting the supplemental review. The Interconnection Customer must pay any review costs that exceed the deposit within 20 Business Days of receipt of the invoice or resolution of any dispute. If the deposit exceeds the invoiced costs, the Utility will return such excess within 20 Business Days of the invoice without interest.

3.4.1 Within ten (10) Business Days following receipt of the deposit for a supplemental review, the Utility will determine if the Generating Facility can be interconnected safely and reliably.

3.4.1.1 If so, the Utility shall forward an executable Interconnection Agreement to the Interconnection Customer within ten (10) Business Days.

3.4.1.2 If so, and Interconnection Customer facility modifications are required to allow the Generating Facility to be interconnected consistent with safety, reliability, and power quality standards under these procedures, the Utility shall forward an executable Interconnection Agreement to the Interconnection Customer within 15 Business Days after confirmation that the Interconnection Customer has agreed to make the necessary modifications at the Interconnection Customer's cost.

3.4.1.3 If so, and minor modifications to the Utility's System are required to allow the Generating Facility to be interconnected consistent with safety, reliability, and power quality standards under these procedures, the Utility shall forward an executable Interconnection Agreement to the Interconnection Customer within ten (10) Business Days that requires the Interconnection Customer to pay the costs of such System modifications prior to interconnection.

If not, the Interconnection Request will continue to be evaluated under the Section 4 Study Process, provided the Interconnection Customer indicates it wants to proceed and submits the required deposit within 15 Business Days.

Section 4. Study Process

4.1 Applicability

The Study Process shall be used by an Interconnection Customer proposing to interconnect its Generating Facility with the Utility's System if the Generating Facility exceeds the size limits for the Section 3 Fast Track Process, is not certified, or is certified but did not pass the Fast Track Process or the 20 kW Inverter Process. The Interconnection Customer may be required to submit additional documentation, as may be requested by the Utility in writing, during the Study Process.

4.2 Scoping Meeting

- 4.2.1 A scoping meeting will be held within ten (10) Business Days after the Interconnection Request is deemed complete, or as otherwise mutually agreed to by the Parties. The Utility and the Interconnection Customer will bring to the meeting personnel, including system engineers and other resources as may be reasonably required to accomplish the purpose of the meeting. The scoping meeting may be omitted by mutual agreement.
- 4.2.2 The purpose of the scoping meeting is to discuss the Interconnection Request and review existing studies relevant to the Interconnection Request. The Parties shall further discuss whether the Utility should perform a System Impact Study, a Facilities Study, or proceed directly to an Interconnection Agreement.
- 4.2.3 If the Utility, after consultation with the Interconnection Customer, determines that the project should proceed to a System Impact Study or Facilities Study, the Utility shall provide the Interconnection Customer, no later than ten (10) Business Days after the scoping meeting, either a System Impact Study Agreement (Attachment 7) or a Facilities Study Agreement (Attachment 8), as appropriate, including an outline of the scope of the study or studies and a nonbinding good faith estimate of the cost to perform the study or studies, which cost shall be subtracted from the deposit outlined in Section 1.4.1.2.
- 4.2.4 If the Parties agree not to perform a System Impact Study or Facilities Study, but to proceed directly to an Interconnection Agreement, the Parties shall proceed to the Construction Planning Meeting as called for in Section 5.

4.3 System Impact Study

- 4.3.1 In order to retain its Queue Position, the Interconnection Customer must return a System Impact Study Agreement signed by the Interconnection Customer within 15 Business Days of receiving an executable System Impact Study Agreement as provided for in Section 4.2.3.
- 4.3.2 The scope of and cost responsibilities for a System Impact Study are described in the System Impact Study Agreement. The time allotted for completion of the System Impact Study shall be as set forth in the System Impact Study Agreement.
- 4.3.3 The System Impact Study shall identify and detail the electric system impacts that would result if the proposed Generating Facility were interconnected without project modifications or electric system modifications, or to study potential impacts, including, but not limited to, those identified in the scoping meeting. The System Impact Study shall evaluate the impact of the proposed interconnection on the reliability of the electric system, including the distribution and transmission systems, if required.
- 4.3.4 The System Impact Study report will provide the Preliminary Estimated Upgrade Charge, which is a preliminary indication of the cost and length of time that would be necessary to correct any System problems identified in those analyses and implement the interconnection.
- 4.3.5 The System Impact Study report will provide the Preliminary Estimated Interconnection Facilities Charge, which is a preliminary non-binding indication of the cost and length of time that would be necessary to provide the Interconnection Facilities.
- 4.3.6 If the Utility has determined that an Interdependency exists and the Project is designated as a Project B, the Project B Interconnection Request shall receive a System Impact Study report, addressing a scenario assuming Project A is constructed and a second scenario assuming Project A is not constructed.
- 4.3.7 After receipt of the System Impact Study report(s), the Interconnection Customer shall inform the Utility in writing if it wishes to withdraw the Interconnection Request and to request an accounting of any remaining deposit amount pursuant to Section 6.3.
- 4.3.8 If requested by the Interconnection Customer following delivery of the System Impact Study report, the Utility shall provide the Interconnection Customer an executable Interim Interconnection Agreement within ten (10) Business Days. The Interim Interconnection Agreement shall be identical in form and content to the Final Interconnection Agreement, but will not include Detailed Estimated Upgrade Charges, Detailed Estimated

Interconnection Facility Charge, Appendix 4 (Construction Milestone schedule listing tasks, dates and the party responsible for completing each task), and other information that otherwise would be determined in Section 5.

- 4.3.9 At the time the System Impact Study Report is provided to the Interconnection Customer, the Utility shall also deliver an executable Facilities Study Agreement to the Interconnection Customer. After receipt of the System Impact Study report and Facilities Study Agreement, when the Interconnection Customer is ready to proceed with the design and construction of the Upgrades and Interconnection Facilities, the Interconnection Customer shall return the signed Facilities Study Agreement to the Utility in accordance with Section 4.4 below.

4.4 Facilities Study

- 4.4.1 A solar Interconnection Customer must request a Facilities Study by returning the signed Facilities Study Agreement within 60 Calendar Days of the date the Facilities Study Agreement was provided. Any other Interconnection Customer must request a Facility Study by returning the signed Facilities Study Agreement within 180 Calendar Days of the date the Facilities Study Agreement was provided. Failure to return the signed Facilities Study Agreement within the foregoing applicable time period will result in the Interconnection Request being deemed withdrawn.
- 4.4.2 When an Interdependent Project A exists, a Project B Interconnection Request will not be required to comply with Section 4.4.1 until Project A has signed the Final Interconnection Agreement, and made payments and provided Financial Security as specified in Section 5.2 or withdrawn. If Project B has not provided written notice of its intent to proceed to a Facilities Study under Section 1.8.2.2, upon the Project A fulfilling the requirements in Section 5.2 or withdrawing the Interconnection Request, the Utility shall notify the Project B Interconnection Customer that it has the time specified in Section 4.4.1 to return the signed Facilities Study Agreement or the Interconnection Request shall be deemed withdrawn.
- 4.4.3 The scope of and cost responsibilities for the Facilities Study are described in the Facilities Study Agreement. The time allotted for completion of the Facilities Study is described in the Facilities Study Agreement.
- 4.4.4 The Facilities Study report shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the System Impact Studies and to allow the Generating Facility to be interconnected and operated safely and reliably.

- 4.4.5 The Utility shall design any required Interconnection Facilities and/or Upgrades under the Facilities Study Agreement. The Utility may contract with consultants to perform activities required under the Facilities Study Agreement. The Interconnection Customer and the Utility may agree to allow the Interconnection Customer to separately arrange for the design of some of the Interconnection Facilities. In such cases, facilities design will be reviewed and/or modified prior to acceptance by the Utility, under the provisions of the Facilities Study Agreement. If the Parties agree to separately arrange for design and construction, and provided that critical infrastructure security and confidentiality requirements can be met, the Utility shall make sufficient information available to the Interconnection Customer in accordance with confidentiality and critical infrastructure requirements to permit the Interconnection Customer to obtain an independent design and cost estimate for any necessary facilities.

Section 5. Interconnection Agreement and Scheduling

5.1. Construction Planning Meeting

- 5.1.1. Within ten (10) Business Days of receipt of the Facility Study report, the Interconnection Customer shall request a Construction Planning Meeting, where failure to comply shall result in the Interconnection Request being deemed withdrawn. The Construction Planning Meeting request shall be in writing and shall include the Interconnection Customer's reasonably requested date for completion of the construction of the Upgrades and Interconnection Facilities.
- 5.1.2. The Construction Planning Meeting shall be scheduled within ten (10) Business Days of the Section 5.1.1 request from the Interconnection Customer, or as otherwise mutually agreed to by the parties.
- 5.1.3. The purpose of the Construction Planning Meeting is to identify the tasks for each party and discuss and determine the milestones for the construction of the Upgrades and Interconnection Facilities. Agreed upon milestones shall be specific as to scope of action, responsible party, and date of deliverable and shall be recorded in the Final Interconnection Agreement (see Appendix 4 to Attachment 9) to be provided to Interconnection Customer pursuant to Section 5.2.1 below.

- 5.1.4. If the Utility cannot complete the installation of the required Upgrades and Interconnection Facilities within two (2) months of the Interconnection Customer's reasonably requested In-Service Date, the Interconnection Customer shall have the option of payment for work outside of normal business hours or hiring a Utility-approved subcontractor to perform the distribution Upgrades. Any Utility-approved subcontractor performance remains subject to Utility oversight during construction. The Utility shall make a list of Utility-approved subcontractors available to the Interconnection Customer promptly upon request.

5.2. Final Interconnection Agreement

- 5.2.1. Within fifteen (15) Business Days of the Construction Planning Meeting, the Utility shall provide an executable Final Interconnection Agreement containing the Detailed Estimated Upgrade Charges, Detailed Estimated Interconnection Facility Charge, Appendix 4 (Construction Milestone and payment schedule listing tasks, dates and the party responsible for completing each task), and other appropriate information, requirements, and charges. The Final Interconnection Agreement will replace any Interim Interconnection Agreement, which shall terminate upon execution of the Final Interconnection Agreement by the Interconnection Customer and the Utility.
- 5.2.2. Within ten (10) Business Days of receiving the Final Interconnection Agreement, the Interconnection Customer must execute and return the Final Interconnection Agreement, where failure to comply results in the Interconnection Request being deemed withdrawn.
- 5.2.3. After the Parties execute the Final Interconnection Agreement, the Utility shall return a copy of the Final Interconnection Agreement to the Interconnection Customer and interconnection of the Generating Facility shall proceed under the provisions of the Final Interconnection Agreement.
- 5.2.4. The Final Interconnection Agreement shall specify milestones for payment for Upgrades and Interconnection facilities and/or, provision of Financial Security for Interconnection facilities, if acceptable to the Utility, that are required prior to the start of design and construction of Upgrades and Interconnection Facilities. Payment and Financial Security must be received by close of business sixty (60) Calendar Days after the date the Interconnection Agreement is delivered to the Interconnection Customer for signature, where failure to comply results in the Interconnection Request being deemed withdrawn.

5.3 Interconnection Construction

Construction of the Upgrades and Interconnection Facilities will proceed as called for in the Final Interconnection Agreement and Appendices.

Section 6. Provisions that Apply to All Interconnection Requests

6.1 Reasonable Efforts

The Utility shall make reasonable efforts to meet all time frames provided in these procedures unless the Utility and the Interconnection Customer agree to a different schedule. If the Utility cannot meet a deadline provided herein, it shall at its earliest opportunity notify the Interconnection Customer, explain the reason for the failure to meet the deadline, and provide an estimated time by which it will complete the applicable interconnection procedure in the process.

6.2 Disputes

6.2.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this section. Where an Interconnection Customer seeks to resolve a dispute involving its Queue Number according to the provisions of this section, any disputed loss of Queue Number shall not be final until Interconnection Customer abandons the process set out in this section or a final Commission order is entered.

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

6.2.3 If the dispute has not been resolved within ten (10) Business Days after receipt of the Notice, either Party may contact the Public Staff for assistance in informally resolving the dispute. If the Parties are unable to informally resolve the dispute, either Party may then file a formal complaint with the Commission.

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

6.3 Withdrawal of An Interconnection Request

6.3.1 An Interconnection Customer may withdraw an Interconnection Request at any time prior to executing a Final Interconnection Agreement by providing the Utility with a written request for withdrawal.

6.3.2 An Interconnection Request shall be deemed withdrawn if the Interconnection Customer fails to meet its obligations specified in the Interconnection Procedures, System Impact Study Agreement or Facility Study Agreement or to take advantage of any express opportunity to cure.

6.3.3 Within 90 Calendar Days of any voluntary or deemed withdrawal of the Interconnection Request, the Utility will provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such

work performed, and (2) the Interconnection Customer's previous aggregate Interconnection Facility Request Deposit payments to the Utility for such work. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Utility shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Utility within 30 Calendar Days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Utility shall refund to the Interconnection Customer an amount equal to the difference within 30 Calendar Days of the final accounting report.

6.4 Interconnection Metering

Any metering necessitated by the use of the Generating Facility shall be installed at the Interconnection Customer's expense in accordance with all applicable regulatory requirements or the Utility's specifications.

6.5 Commissioning

Commissioning tests of the Interconnection Customer's installed equipment shall be performed pursuant to applicable codes and standards. If the Interconnection Customer is not proceeding under Section 2.3.2, the Utility must be given at least ten (10) Business Days written notice, or as otherwise mutually agreed to by the Parties, of the tests and may be present to witness the commissioning tests.

6.6 Confidentiality

6.6.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of these procedures all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

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

- 6.6.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
- 6.6.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 6.6.3 If information is requested by the Commission from one of the Parties that is otherwise required to be maintained in confidence pursuant to these procedures, the Party shall provide the requested information to the Commission within the time provided for in the request for information. In providing the information to the Commission, the Party may request that the information be treated as confidential and non-public in accordance with North Carolina law and that the information be withheld from public disclosure.
- 6.6.4 All information pertaining to a project will be provided to the new owner in the case of a change of control of the existing legal entity or a change of ownership to a new legal entity.

6.7 Comparability

The Utility shall receive, process, and analyze all Interconnection Requests received under these procedures in a timely manner, as set forth in these procedures. The Utility shall use the same reasonable efforts in processing and analyzing Interconnection Requests from all Interconnection Customers, whether the Generating Facility is owned or operated by the Utility, its subsidiaries or affiliates, or others.

6.8 Record Retention

The Utility shall maintain for three (3) years records, subject to audit, of all Interconnection Requests received under these procedures, the times required to complete Interconnection Request approvals and disapprovals, and justification for the actions taken on the Interconnection Requests.

6.9 Coordination with Affected Systems

The Utility shall coordinate the conduct of any studies required to determine the impact of the Interconnection Request on Affected Systems with Affected System operators and, if possible, include those results (if available) in its applicable studies within the time frame specified in these procedures. The Utility will include such Affected System operators in all meetings held with the Interconnection Customer as required by these procedures. The Interconnection

Customer will cooperate with the Utility in all matters related to the conduct of studies and the determination of modifications to Affected Systems. A Utility which may be an Affected System shall cooperate with the Utility with whom interconnection has been requested in all matters related to the conduct of studies and the determination of modifications to Affected Systems.

6.10 Capacity of the Generating Facility

6.10.1 If the Interconnection Request is for a Generating Facility that includes multiple energy production devices at a site for which the Interconnection Customer seeks a single Point of Interconnection, the Interconnection Request shall be evaluated on the basis of the aggregate capacity of the multiple devices, unless otherwise agreed to by the Utility and the Interconnection Customer.

6.10.2 The Interconnection Request shall be evaluated using the maximum rated capacity of the Generating Facility, unless otherwise agreed to by the Utility and the Interconnection Customer.

6.11 Sale of a Generation Facility

6.11.1 The Interconnection Customer shall notify the Utility of the pending sale of a proposed Generation Facility in writing. The Interconnection Customer shall provide the Utility with information regarding whether the sale is a change of ownership of the Generation Facility to a new legal entity, or a change of control of the existing legal entity.

The Interconnection Customer shall promptly notify the Utility of the final date of sale and transfer date of ownership in writing. The purchaser of the Generation Facility shall confirm to the Utility the final date of sale and transfer date of ownership in writing, and submit an Interconnection Request requesting transfer control or change of ownership together with the change of ownership fee listed in Attachment 2.

6.11.2 Existing Interconnection Agreements are non-transferable. If the Generation Facility is sold to a new legal entity, a new Interconnection Agreement must be executed by the new legal entity prior to the interconnection or for the continued interconnection of the Generating Facility to the Utility's system. The Utility shall not withhold or delay the execution of an Interconnection Agreement with the new owner provided the Generation facility or proposed Generation facility complies with requirements of 6.11.

- 6.11.3 The technical requirements in the Interconnection Agreement shall be grandfathered for subsequent owners as long as (1) the Generating Facility's maximum rated capacity has not been changed; (2) the Generating Facility has not been modified so as to change its electrical characteristics; and (3) the interconnection system has not been modified.

6.12 Isolating or Disconnecting the Generating Facility

- 6.12.1 The Utility may isolate the Interconnection Customer's premises and/or Generating Facility from the Utility's System when necessary in order to construct, install, repair, replace, remove, investigate or inspect any of the Utility's equipment or part of Utility's System; or if the Utility determines that isolation of the Interconnection Customer's premises and/or Generating Facility from the Utility's System is necessary because of emergencies, forced outages, force majeure or compliance with prudent electrical practices.
- 6.12.2 Whenever feasible, the Utility shall give the Interconnection Customer reasonable notice of the isolation of the Interconnection Customer's premises and/or Generating Facility from the Utility's System.
- 6.12.3 Notwithstanding any other provision of this Standard, if at any time the Utility determines that the continued operation of the Generating Facility may endanger either (1) the Utility's personnel or other persons or property or (2) the integrity or safety of the Utility's System, or otherwise cause unacceptable power quality problems for other electric consumers, the Utility shall have the right to isolate the Interconnection Customer's premises and/or Generating Facility from the Utility's System.
- 6.12.4 The Utility may disconnect from the Utility's System any Generating Facility determined to be malfunctioning, or not in compliance with this Standard. The Interconnection Customer must provide proof of compliance with this Standard before the Generating Facility will be reconnected.

6.13 Limitation of Liability

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

6.14 Indemnification

The Parties shall at all times indemnify, defend and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney's fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inaction of its obligations hereunder on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

6.15 Insurance

The Interconnection Customer shall obtain and retain, for as long as the Generating Facility is interconnected with the Utility's System, liability insurance which protects the Interconnection Customer from claims for bodily injury and/or property damage. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. This insurance shall be primary for all purposes. The Interconnection Customer shall provide certificates evidencing this coverage as required by the Utility. Such insurance shall be obtained from an insurance provider authorized to do business in North Carolina. The Utility reserves the right to refuse to establish or continue the interconnection of the Generating Facility with the Utility's System, if such insurance is not in effect.

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

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

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

6.15.4 An Interconnection Customer of sufficient credit-worthiness may propose to provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially

acceptable risk management practices, and such a proposal shall not be unreasonably rejected.

6.16 Disconnect Switch

The Utility may require the interconnection Customer to install a manual load-break disconnect switch or safety switch as a clear visible indication of switch position between the Utility System and the interconnection Customer. The switch must have padlock provisions for locking in the open position. The switch must be visible to, and accessible to Utility personnel. The switch must be in close proximity to, and on the Interconnection Customer's side of the point of electrical interconnection with the Utility's system. The switch must be labeled "Generator Disconnect Switch." The switch may isolate the Interconnection Customer and its associated load from the Utility's System or disconnect only the Generator from the Utility's System and shall be accessible to the Utility at all times. The Utility, in its sole discretion, determines if the switch is suitable and necessary. When the installation of the switch is not otherwise required (e.g. National Electric Code, state or local building code, and is deemed necessary by the Utility for certified, inverter-based generators no larger than 10 kW, the Utility shall reimburse the Interconnection Customer for the reasonable cost of installing a switch that meets the Utility's specifications.

6.17 Certification Codes and Standards

Attachment 4 specifies codes and standards the Generating Facility must comply with.

6.18 Certification of Generator Equipment Packages

Attachment 5 specifies the certification requirements for the Generating Facility.

ATTACHMENT 1

Glossary of Terms

20 kW Inverter Process - The procedure for evaluating an Interconnection Request for a certified inverter-based Generating Facility no larger than 20 kW that uses the Section 3 screens. The application process uses an all -in-one document that includes a simplified Interconnection Request Application Form, simplified procedures, and a brief set of Terms and Conditions. (See Attachment 6.)

Affected System - An electric system other than the Utility's System that may be affected by the proposed interconnection. The owner of an Affected System might be a Party to the Interconnection Agreement or other study agreements needed to interconnect the Generating Facility.

Applicable Laws and Regulations - All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Auxiliary Load – The term "Auxiliary Load" shall mean power used to operate auxiliary equipment in the facility necessary for power generation (such as pumps, blowers, fuel preparation machinery, exciters, etc.)

Business Day - Monday through Friday, excluding State Holidays. **Calendar Days** – Sunday through Saturday, including all holidays. **Commission** - The North Carolina Utilities Commission.

Default - The failure of a breaching Party to cure its breach under the Interconnection Agreement.

Detailed Estimated Interconnection Facilities Charge - The estimated charge for Interconnection Facilities that is based on field visits and/or detailed engineering cost calculations and is presented in the Facility Study report and Final Interconnection Agreement. This charge is not final.

Detailed Estimated Upgrade Charge - The estimated charge for Upgrades that is based on field visits and/or detailed engineering cost calculations and is presented in the Facility Study report and Final Interconnection Agreement.

Distribution System - The Utility's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades - The additions, modifications, and upgrades to the Utility's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Generating Facility and render the service necessary to allow the Generating Facility to operate in parallel with the Utility and to inject electricity onto the Utility's System. Distribution Upgrades do not include Interconnection Facilities.

Fast Track Process - The procedure for evaluating an Interconnection Request for a certified Generating Facility no larger than 2 MW that meets the eligibility requirements of Section 3.1, customer options meeting, and optional supplemental review.

Final Interconnection Agreement – The Interconnection Agreement that specifies the Detailed Estimated Upgrade Charge, Detailed Interconnection Facility Charge, mutually agreed upon Milestones, etc. and terminates and replaces the Interim Interconnection Agreement.

Financial Security – A letter of credit or other financial arrangement that is reasonably acceptable to the Utility and is consistent with the Uniform Commercial Code of North Carolina that is sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Utility's Interconnection Facilities. Where appropriate, the Utility may deem Financial Security to exist where its credit policies show that the financial risks involved are de minimus, or where the Utility's policies allow the acceptance of an alternative showing of credit-worthiness from the Interconnection Customer.

Generating Facility - The Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities.

Good Utility Practice - Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority - Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Utility, or any affiliate thereof.

In-Service Date – The date upon which the construction of the Utility's facilities is completed and the facilities are capable of being placed into service.

Interconnection Customer - Any valid legal entity, including the Utility, that proposes to interconnect its Generating Facility with the Utility's System.

Interconnection Facilities – Collectively, the Utility's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Generating Facility to the Utility's System. Interconnection Facilities are sole use facilities and shall not include Upgrades.

Interconnection Facilities Delivery Date – The Interconnection Facilities Delivery Date shall be the date upon which the Utility's Interconnection Facilities are first made operational for the purposes of receiving power from the Interconnection Customer.

Interconnection Request - The Interconnection Customer's request, in accordance with these procedures, to interconnect a new Generating Facility, or to change the capacity of, or make a Material Modification to, an existing Generating Facility that is interconnected with the Utility's System.

Interdependent Customer (or Interdependent Project) means an Interconnection Customer (or Project) whose Upgrade or Interconnection Facilities requirements are impacted by another Generating Facility, as determined by the Utility.

Interim Interconnection Agreement – The Interconnection Agreement that specifies the Preliminary Estimated Interconnection Facilities Charge, Preliminary Estimated Upgrade Charge, excludes Milestones, and must be cancelled and replaced with a Final Interconnection Agreement.

"Material Modification" means a modification to machine data or equipment configuration or to the interconnection site of the Generating Facility that has a material impact on the cost, timing or design of any Interconnection Facilities or Upgrades. Material Modifications include project revisions proposed at any time after receiving notification by the Utility of a complete Interconnection Request pursuant to Section 1.4.3 that 1) alters the size or output characteristics of the Generating Facility from its Utility-approved Interconnection Request submission; or 2) may adversely impact other Interdependent Interconnection Requests with higher Queue Numbers.

Indicia of a Material Modification, include, but are not limited to:

- A change in Point of Interconnection (POI) to a new location, unless the change in a POI is on the same circuit less than two (2) poles away from the original location, and the new POI is within the same protection zone as the original location;

- A change or replacement of generating equipment such as generator(s), inverter(s), transformers, relaying, controls, etc. that is not a like-kind substitution in size, ratings, impedances, efficiencies or capabilities of the equipment specified in the original or preceding Interconnection Request;
- A change from certified to non-certified devices ("certified" means certified by an OSHA recognized Nationally Recognized Test Laboratory (NRTL), to relevant UL and IEEE standards, authorized to perform tests to such standards);
- A change of transformer connection(s) or grounding from that originally proposed;
- A change to certified inverters with different specifications or different inverter control specifications or set-up than originally proposed;
- An increase of the AC output of a Generating Facility; or
- A change reducing the AC output of the generating facility by more than 10%.

The following are not indicia of a Material Modification:

- A change in ownership of a Generating Facility; the new owner, however, will be required to execute a new Interconnection Agreement and Study agreement(s) for any Study which has not been completed and the Report issued by the Utility.
- A change or replacement of generating equipment such as generator(s), inverter(s), solar panel(s), transformers, relaying, controls, etc. that is a like-kind substitution in size, ratings, impedances, efficiencies or capabilities of the equipment specified in the original or preceding Interconnection Request;
- An increase in the DC/AC ratio that does not increase the maximum AC output capability of the generating facility;
- A decrease in the DC/AC ratio that does not reduce the AC output capability of the generating facility by more than 10%.

Maximum Physical Export Capability Requested - The term shall mean the maximum continuous electrical output of the Generating Facility at any time at a power factor of approximately unity as measured at the Point of Interconnection and the maximum kW delivered to the Utility during any metering period.

Month – The term “Month” means the period intervening between readings for the purpose of routine billing, such readings usually being taken once per month.

Nameplate Capacity – The term “Nameplate Capacity” shall mean the manufacturer’s nameplate rated output capability of the generator. For multi-unit generator facilities, the “Nameplate Capacity” of the facility shall be the sum of the individual manufacturer’s nameplate rated output capabilities of the generators.

Net Capacity – The term “Net Capacity” shall mean the Nameplate Capacity of the Customer’s generating facilities, less the portion of that capacity needed to serve the Generating Facility’s Auxiliary Load.

Net Power - The term “Net Power” shall mean the total amount of electric power produced by the Customer’s Generating Facility less the portion of that power used to supply the Generating Facility’s Auxiliary Load.

Network Upgrades - Additions, modifications, and upgrades to the Utility’s Transmission System required to accommodate the interconnection of the Generating Facility to the Utility’s System. Network Upgrades do not include Distribution Upgrades.

North Carolina Interconnection Procedures – The term “North Carolina Interconnection Procedures” shall refer to the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections as approved by the North Carolina Utilities Commission.

Operating Requirements - Any operating and technical requirements that may be applicable due to Regional Reliability Organization, Independent System Operator, control area, or the Utility’s requirements, including those set forth in the Interconnection Agreement.

Party or Parties - The Utility, Interconnection Customer, and possibly the owner of an Affected System, or any combination of the above.

Point of Interconnection - The point where the Interconnection Facilities connect with the Utility’s System.

Preliminary Estimated Interconnection Facilities Charge - The estimated charge for Interconnection Facilities that is developed using unit costs and is presented in the System Impact Study report and Interim Interconnection Agreement. This charge is not based on field visits and/or detailed engineering cost calculations.

Preliminary Estimated Upgrade Charge - The estimated charge for Upgrades that is developed using unit costs and is presented in the System Impact Study report and Interim Interconnection Agreement. This charge is not based on field visits and/or detailed engineering cost calculations.

Project A - An Interconnection Customer that has a lower Queue Number than Interdependent Project B.

Project B - An Interconnection Customer that has a higher Queue Number than Interdependent Project A.

Public Staff - The Public Staff of the North Carolina Utilities Commission.

Queue Number – The number assigned by the Utility that establishes a Customer's Interconnection Request's position in the study queue relative to all other valid Interconnection Requests. A lower Queue Number will be studied prior to a higher Queue Number, except in the case of Interdependent Projects. The Queue Number of each Interconnection Request shall be used to determine the cost responsibility for the Upgrades necessary to accommodate the interconnection.

Queue Position - The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, based on Queue Number.

Reasonable Efforts - With respect to an action required to be attempted or taken by a Party under the Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Standard - The interconnection procedures, forms and agreements approved by the Commission for interconnection of Generating Facilities to Utility Systems in North Carolina.

Study Process - The procedure for evaluating an Interconnection Request that includes the Section 4 scoping meeting, system impact study, and facilities study.

System - The facilities owned, controlled or operated by the Utility that are used to provide electric service in North Carolina.

Utility - The entity that owns, controls, or operates facilities used for providing electric service in North Carolina.

Transmission System - The facilities owned, controlled or operated by the Utility that are used to transmit electricity in North Carolina.

Upgrades - The required additions and modifications to the Utility's System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

NORTH CAROLINA INTERCONNECTION REQUEST APPLICATION FORM

Utility: _____

Designated Utility Contact: _____

E-Mail Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Fax: _____

An Interconnection Request Application Form is considered complete when it provides all applicable and correct information required below.

Preamble and Instructions

An Interconnection Customer who requests a North Carolina Utilities Commission jurisdictional interconnection must submit this Interconnection Request Application Form by hand delivery, mail, e-mail, or fax to the Utility.

Request for: Fast Track Process _____ Study Process _____

(All Generating Facilities larger than 2 MW must use the Study Process.)

Processing Fee or Deposit

Fast Track Process – Non-Refundable Processing Fees

- If the Generating Facility is 20 kW or smaller, the fee is \$100.
- If the Generating Facility is larger than 20 kW but not larger than 100 kW, the fee is \$250.
- If the Generating Facility is larger than 100 kW but not larger than 2 MW, the fee is \$500.

Study Process – Deposit

If the Interconnection Request is submitted under the Study Process, whether a new submission or an Interconnection Request that did not pass the Fast Track Process, the Interconnection Customer shall submit to the Utility an Interconnection Facilities Deposit Charge of \$20,000 plus \$1.00 per kW_{AC}.

Change in Ownership – Non-Refundable Processing Fee

If the Interconnection Request is submitted solely due to a transfer of ownership or change of control of the Generating Facility, the fee is \$50.

Interconnection Customer Information

Legal Name of the Interconnection Customer (or, if an individual, individual's name)

Name: _____

Contact Name: _____

Title: _____

E-Mail Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

County: _____

Telephone (Day): _____ (Evening): _____

Fax: _____

Facility Location (if different from above):

Project Name: _____

Address: _____

City: _____ State: _____ Zip: _____

County: _____

Alternative Contact Information (if different from the Interconnection Customer)

Contact Name: _____

Title: _____

E-Mail Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day) _____ (Evening) _____

Fax: _____

Application is for: _____ New Generating Facility

_____ Capacity Change to a Proposed or Existing Generating Facility

_____ Change of Ownership of a Proposed or Existing Generating Facility to a new legal entity

_____ Change of Control of a Proposed or Existing Generating Facility of the existing legal entity.

If capacity addition to existing Generating Facility, please describe: _____

Will the Generating Facility be used for any of the following?

Net Metering? Yes _____ No _____

To Supply Power to the Interconnection Customer? Yes _____ No _____

To Supply Power to the Utility? Yes _____ No _____

To Supply Power to Others? Yes _____ No _____

(If yes, discuss with the Utility whether the interconnection is covered by the NC Interconnection Standard.)

Requested Point of Interconnection: _____

Requested In-Service Date: _____

For installations at locations with existing electric service to which the proposed Generating Facility will interconnect, provide:

Local Electric Service Provider*: _____

Existing Account Number : _____

To be provided by the Interconnection Customer if the local electric service provider is different from the Utility

Contact Name: _____

Title: _____

E-Mail Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone (Day): _____ (Evening): _____

Fax: _____

Generating Facility Information

Data applies only to the Generating Facility, not the Interconnection Facilities.

Prime Mover: Photovoltaic (PV) _____ Fuel Cell _____ Reciprocating Engine _____

Gas Turbine _____ Steam Turbine _____ Micro-turbine _____

Other _____

Energy Source:

Renewable

- ☐ Solar – Photovoltaic
- ☐ Solar – thermal
- ☐ Biomass – landfill gas
- ☐ Biomass – manure digester gas
- ☐ Biomass – directed biogas
- ☐ Biomass – solid waste
- ☐ Biomass – sewage digester gas
- ☐ Biomass – wood
- ☐ Biomass – other (specify below)
- ☐ Hydro power – run of river
- ☐ Hydro power – storage
- ☐ Hydro power – tidal
- ☐ Hydro power – wave
- ☐ Wind
- ☐ Geothermal
- ☐ Other (specify below)

Non-Renewable

- ☐ Fossil Fuel - Diesel
- ☐ Fossil Fuel - Natural Gas (not waste)
- ☐ Fossil Fuel - Oil
- ☐ Fossil Fuel – Coal
- ☐ Fossil Fuel – Other (specify below)
- ☐ Other (specify below)

Type of Generator: Synchronous _____ Induction _____ Inverter _____

Total Generator Nameplate Rating: _____ kW_{AC} (Typical) _____ kVAR

Interconnection Customer or Customer-Site Load: _____ kW_{AC} (if none, so state)

Interconnection Customer Generator Auxiliary Load: _____ kW_{AC}

Typical Reactive Load (if known): _____ kVAR

Maximum Physical Export Capability Requested: _____ kW_{AC}

(The maximum continuous electrical output of the Generating Facility at any time at a power factor of approximately unity as measured at the Point of Interconnection and the maximum kW delivered to the Utility during any metering period)

List components of the Generating Facility equipment package that are currently certified:

Number	Equipment Type	Certifying Entity
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Generator (or solar panel information)

Manufacturer, Model & Quantity: _____

Nameplate Output Power Rating in kW_{AC}: _____ Summer _____ Winter

Nameplate Output Power Rating in kVA: _____ Summer _____ Winter

Individual Generator Rated Power Factor: _____ Leading _____ Lagging

Total Number of Generators in wind farm to be interconnected pursuant to this Interconnection Request (if applicable): _____ Elevation: _____

Inverter Manufacturer, Model & Quantity: _____

For solar projects provide the following information:

Latitude: _____ Degrees _____ Minutes North

Longitude: _____ Degrees _____ Minutes West

Orientation: _____ Degrees (Due South=180°)

☐ Fixed Tilt Array ☐ Single Axis Tracking Array ☐ Double Axis Tracking Array

Fixed Tilt Angle: _____ Degrees

Impedance Diagram - If interconnecting to the Utility System at a voltage of 44-kV or greater, provide an Impedance Diagram. An Impedance Diagram may be required by the Utility for proposed interconnections at lower interconnection voltages. The Impedance Diagram shall provide, or be accompanied by a list that shall provide, the collector system impedance of the generation plant. The collector system impedance data shall include equivalent impedances for all components, starting with the inverter transformer(s) up to the utility level Generator Step-Up transformer.

Load Flow Data Sheet - If interconnecting to the Utility System at a voltage of 44-kV or greater, provide a completed Power Systems Load Flow data sheet. A Load Flow data sheet may be required by the Utility for proposed interconnections at lower interconnection voltages.

Excitation and Governor System Data for Synchronous Generators - If interconnecting to the Utility System at a voltage of 44-kV or greater, provide appropriate IEEE model block diagram of excitation system, governor system and power system stabilizer (PSS) in accordance with the regional reliability council criteria. A PSS may be required at lower interconnection voltages. A copy of the manufacturer's block diagram may not be substituted.

Generating Facility Characteristic Data (for inverter-based machines)

Max design fault contribution current: _____ Instantaneous _____ or RMS _____

Harmonics Characteristics: _____

Start-up requirements: _____

Inverter Short-Circuit Model Data

Model and parameter data required for short-circuit analysis is specific to each PV inverter make and model. All data to be provided in per-unit ohms, on the equivalent inverter MVA base.

Inverter Equivalent MVA Base: _____ MVA

Values below are valid for initial 2 to 6 cycles:

Short-Circuit Equivalent Pos. Seq. Resistance (R1): _____ p.u.

Short-Circuit Equivalent Pos. Seq. Reactance (XL1): _____ p.u.

Short-Circuit Equivalent Neg. Seq. Resistance (R2): _____ p.u.

Short-Circuit Equivalent Neg. Seq. Reactance (XL2): _____ p.u.

Short-Circuit Equivalent Zero Seq. Resistance (R0): _____ p.u.

Short-Circuit Equivalent Zero Seq. Reactance (XL0): _____ p.u.

Special notes regarding short-circuit modeling assumptions:

Generating Facility Characteristic Data (for rotating machines)

RPM Frequency: _____

(*) Neutral Grounding Resistor (if applicable): _____

Synchronous Generators:

Direct Axis Synchronous Reactance, X_d : _____ P.U.

Direct Axis Transient Reactance, X'_d : _____ P.U.

Direct Axis Subtransient Reactance, X''_d : _____ P.U.

Negative Sequence Reactance, X_2 : _____ P.U.

Zero Sequence Reactance, X_0 : _____ P.U.

KVA Base: _____

Field Volts: _____

Field Amperes: _____

Induction Generators:

Motoring Power (kW): _____

$I_2^2 t$ or K (Heating Time Constant): _____

Rotor Resistance, R_r : _____

Stator Resistance, R_s : _____

Stator Reactance, X_s : _____

Rotor Reactance, X_r : _____

Magnetizing Reactance, X_m : _____

Short Circuit Reactance, X_d'' : _____

Exciting Current: _____

Temperature Rise: _____

Frame Size: _____

Design Letter: _____

Reactive Power Required In Vars (No Load): _____

Reactive Power Required In Vars (Full Load): _____

Total Rotating Inertia, H: _____ Per Unit on kVA Base

Note: Please contact the Utility prior to submitting the Interconnection Request to determine if the specified information above is required.

Interconnection Facilities Information

Will more than one transformer be used between the generator and the point of common coupling?

Yes ____ No ____ (If yes, copy this section and provide the information for each transformer used. This information must match the single-line drawing and transformer specification sheets.)

Will the transformer be provided by the Interconnection Customer? Yes ____ No ____

Transformer Data (if applicable, for Interconnection Customer-owned transformer):

Is the transformer: Single phase ____ Three phase ____ Size: ____ kVA

Transformer Impedance: ____ % on ____ kVA Base

If Three Phase:

Transformer Primary Winding ____ Volts,

☐ Delta ☐ WYE, grounded neutral ☐ WYE, ungrounded neutral

Primary Wiring Connection

☐ 3-wire ☐ 4-wire, grounded neutral

Transformer Secondary Winding ____ Volts,

☐ Delta ☐ WYE, grounded neutral ☐ WYE, ungrounded neutral

Secondary Wiring Connection

☐ 3-wire ☐ 4-wire, grounded neutral

Transformer Tertiary Winding ____ Volts,

☐ Delta ☐ WYE, grounded neutral ☐ WYE, ungrounded neutral

Transformer Fuse Data (if applicable, for Interconnection Customer-owned fuse):

(Attach copy of fuse manufacturer's Minimum Melt and Total Clearing Time-Current Curves)

Manufacturer: ____ Type: ____ Size: ____ Speed: ____

Interconnecting Circuit Breaker (if applicable):

Manufacturer: ____ Type: ____

Load Rating (Amps): ____ Interrupting Rating (Amps): ____

Trip Speed (Cycles): ____

Interconnection Protective Relays (if applicable):

If Microprocessor-Controlled:

List of Functions and Adjustable Setpoints for the protective equipment or software:

	Setpoint Function	Minimum	Maximum
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

If Discrete Components:

(Enclose Copy of any Proposed Time-Overcurrent Coordination Curves)

Manufacturer	Type:	Style/Catalog No.	Proposed Setting
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Current Transformer Data (if applicable):

(Enclose Copy of Manufacturer's Excitation and Ratio Correction Curves)

Manufacturer: _____ Type: _____

Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____ Type: _____

Accuracy Class: _____ Proposed Ratio Connection: _____

Potential Transformer Data (if applicable):

Manufacturer: _____ Type: _____

Accuracy Class: _____ Proposed Ratio Connection: _____

Manufacturer: _____ Type: _____

Accuracy Class: _____ Proposed Ratio Connection: _____

General Information

1. **One-line diagram**

Enclose site electrical one-line diagram showing the configuration of all Generating Facility equipment, current and potential circuits, and protection and control schemes.

- The one-line diagram should include the project owner's name, project name, project address, model numbers and nameplate sizes of equipment, including number and nameplate electrical size information for solar panels, inverters, wind turbines, disconnect switches, latitude and longitude of the project location, and tilt angle and orientation of the photovoltaic array for solar projects.
- The diagram should also depict the metering arrangement required whether installed on the customer side of an existing meter ("net metering/billing") or directly connected to the grid through a new or separate delivery point requiring a separate meter.
- List of adjustable set points for the protective equipment or software should be included on the electrical one-line drawing.
- This one-line diagram must be signed and stamped by a licensed Professional Engineer if the Generating Facility is larger than 50 kW.
- Is One-Line Diagram Enclosed? Yes ___ No ___

2. **Site Plan**

- Enclose copy of any site documentation that indicates the precise physical location of the proposed Generating Facility (Latitude & Longitude Coordinates and USGS topographic map, or other diagram) and the proposed Point of Interconnection.
- Proposed location of protective interface equipment on property (include address if different from the Interconnection Customer's address) _____

- Is Site Plan Enclosed? Yes ___ No ___

3. **Is Site Control Verification Form Enclosed?** Yes ___ No ___

4. **Equipment Specifications**

Include equipment specification information (product literature) for the solar panels and inverter(s) that provides technical information and certification information for the equipment to be installed with the application.

- Are Equipment Specifications Enclosed? Yes ___ No ___

5. **Protection and Control Schemes**

- Enclose copy of any site documentation that describes and details the operation of the protection and control schemes.

- Is Available Documentation Enclosed? Yes ___ No ___

- Enclose copies of schematic drawings for all protection and control circuits, relay current circuits, relay potential circuits, and alarm/monitoring circuits (if applicable).

- Are Schematic Drawings Enclosed? Yes ___ No ___

6. **Register with North Carolina Secretary of State** (if not an individual)

Applicant Signature

I hereby certify that, to the best of my knowledge, all the information provided in this Interconnection Request Application Form is true and correct.

For Interconnection Customer:

Signature _____ Date: _____
(Authorized Agent of the Legal Entity)

Print Name _____

In the Matter of the Application of)
[Developer Name] for an)
Interconnection Agreement)
with [Utility Name])

SITE CONTROL VERIFICATION

I, [Authorized Signatory Name], [Title] of [Developer Name], under penalty of perjury, hereby certify that, [Developer Name] or its affiliate has executed a written contract with the landowner(s) noted below, concerning the property described below. I further certify that our written contract with the landowner(s) specifies the agreed rental rate or purchase price for the property, as applicable, and allows [Developer Name] or its affiliates to construct and operate a renewable energy power generation facility on the property described below.

This verification is provided to [Utility Name] in support of our application for an Interconnection Agreement.

Landowner Name(s): _____

Land Owner Contact information (Phone or e-mail): _____

Parcel or PIN Number: _____

County: _____

Site Address: _____

Number of Acres under Contract (state range, if applicable): _____

Date Contract was executed _____

Term of Contract _____

[signature]

[Authorized Signatory Name]

[Authorized Signatory Name], being first duly sworn, says that [he/she] has read the foregoing verification, and knows the contents thereof to be true to [his/her] actual knowledge.

Sworn and subscribed to before me this _____ day of _____, 201____.

[signature]

[Authorized Signatory Name]

[Title], [Developer Name]

[Signature of Notary Public]

Notary Public

Name of Notary Public [typewritten or printed]

My Commission expires _____

ATTACHMENT 3

Generating Facility Pre-Application Report Form

Preamble and Instructions

An Interconnection Customer who requests a Pre-Application Report must submit this Pre-Application Report Request by hand delivery, mail, e-mail, or fax to the Utility along with the non-refundable fee of \$300.

DISCLAIMER: Be aware that this Pre-Application Report is simply a snapshot in time and is non-binding. System conditions can and do change frequently.

☐ Check here if payment is enclosed. Fee is required for application to be considered complete.

Date: _____

Interconnecting Customer Name (print): _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____

E-Mail Address: _____

Alternative Contact Information (e.g., system installation contractor or coordinating company) Name (print): _____

Role: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone (Daytime): _____

E-Mail Address: _____

Facility Information:

1) Proposed Facility Location

Address (or cross-roads): _____

City: _____ State: _____ Zip Code: _____

☐ Site Map provided (Google, MapQuest, etc.)

OFFICIAL COPY

Mar 08 2019

- ☐ Grid Coordinates - Latitude: _____ Longitude: _____
- ☐ Pole or Tower number if available: _____

2) Primary Energy Source

Choose one:

Renewable	Non-Renewable
<input type="checkbox"/> 1. Solar – Photovoltaic	<input type="checkbox"/> 17. Fossil Fuel - Diesel
<input type="checkbox"/> 2. Solar – thermal	<input type="checkbox"/> 18. Fossil Fuel - Natural Gas (not waste)
<input type="checkbox"/> 3. Biomass – landfill gas	<input type="checkbox"/> 19. Fossil Fuel - Oil
<input type="checkbox"/> 4. Biomass – manure digester gas	<input type="checkbox"/> 20. Fossil Fuel – Coal
<input type="checkbox"/> 5. Biomass – directed biogas	<input type="checkbox"/> 21. Fossil Fuel – Other (specify below)
<input type="checkbox"/> 6. Biomass – solid waste	<input type="checkbox"/> 22. Other (specify below)
<input type="checkbox"/> 7. Biomass – sewage digester gas	
<input type="checkbox"/> 8. Biomass – wood	
<input type="checkbox"/> 9. Biomass – other (specify below)	
<input type="checkbox"/> 10. Hydro power – run of river	
<input type="checkbox"/> 11. Hydro power - storage	
<input type="checkbox"/> 12. Hydro power – tidal	
<input type="checkbox"/> 13. Hydro power – wave	
<input type="checkbox"/> 14. Wind	
<input type="checkbox"/> 15. Geothermal	
<input type="checkbox"/> 16. Other (specify below)	

3) Prime Mover

Choose one:

1. <input type="checkbox"/> Photovoltaic (PV)	5. <input type="checkbox"/> Steam Turbine
2. <input type="checkbox"/> Fuel Cell	6. <input type="checkbox"/> Micro-turbine
3. <input type="checkbox"/> Reciprocating Engine	7. <input type="checkbox"/> Other, including Combined Heat and Power (specify below)
4. <input type="checkbox"/> Gas Turbine	

4) Type of Generator

Choose one:

1. <input type="checkbox"/> Inverter-based Machine	
2. <input type="checkbox"/> Rotating Machine	
3. <input type="checkbox"/> Rotating Machine with Inverters	

5) Size: _____ kW_{AC}

6) Generator Configuration:

- ☐ Single-phase ☐ Three Phase

7) Interconnection Configuration

☐ New Generation

☐ Stand-alone

☐ Addition to existing commercial or industrial customer's delivery

Customer's Electric Utility account number: _____

Customer's Electric meter number: _____

Is Customer's kW load going to increase or decrease?

☐ No

☐ Yes, Details _____

Proposed Point of Interconnection on Customer-side of Utility meter

OR

☐ Addition to existing generation

☐ Stand-alone

☐ Addition to existing commercial or industrial customer's delivery

Customer's Electric Utility account number: _____

Customer's Electric meter number: _____

Is Customer's kW load going to increase or decrease?

☐ No

☐ Yes, Details _____

Type of Existing Generation: _____

Size of Existing Generation: _____ kW_{AC}

Proposed Point of Interconnection on Customer-side of Utility meter

Additional Comments

Certification Codes and Standards

ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

IEEE 1547, Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

IEEE Std 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

IEEE Std 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

IEEE Std C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

IEEE Std C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

IEEE Std C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

IEEE Std C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

IEEE Std C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

IEEE Std C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

NEMA MG 1-1998, Motors and Small Resources, Revision 3

NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

NFPA 70 (2002), National Electrical Code

UL 1741, Inverters, Converters, Controllers and Interconnection System Equipment for Use With Distributed Energy Resources

Certification of Generator Equipment Packages

1.0 Generating Facility equipment proposed for use separately or packaged with other equipment in an interconnection system shall be considered certified for interconnected operation if (1) it has been tested in accordance with industry standards for continuous utility interactive operation in compliance with the appropriate codes and standards referenced below by any Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Occupational Safety and Health Administration to test and certify interconnection equipment pursuant to the relevant codes and standards listed in Attachment 4 of the North Carolina Interconnection Procedures, (2) it has been labeled and is publicly listed by such NRTL at the time of the Interconnection Request, and (3) such NRTL makes readily available for verification all test standards and procedures it utilized in performing such equipment certification, and, with consumer approval, the test data itself. The NRTL may make such information available on its website and by encouraging such information to be included in the manufacturer's literature accompanying the equipment.

2.0 The Interconnection Customer must verify that the intended use of the equipment falls within the use or uses for which the equipment was tested, labeled, and listed by the NRTL.

3.0 Certified equipment shall not require further type-test review, testing, or additional equipment to meet the requirements of this interconnection procedure; however, nothing herein shall preclude the need for an on-site commissioning test by the Parties to the interconnection nor follow-up production testing by the NRTL.

4.0 If the certified equipment package includes only interface components (switchgear, inverters, or other interface devices), then an Interconnection Customer must show that the generator or other electric source being utilized with the equipment package is compatible with the equipment package and is consistent with the testing and listing specified for this type of interconnection equipment.

5.0 Provided the generator or electric source, when combined with the equipment package, is within the range of capabilities for which it was tested by the NRTL, and does not violate the interface components' labeling and listing performed by the NRTL, no further design review, testing or additional equipment on the Interconnection Customer's side of the point of common coupling shall be required to meet the requirements of the North Carolina Interconnection Procedures.

6.0 An equipment package does not include equipment provided by the Utility.

Attachment 6

**Interconnection Request Application Form
for Interconnecting a Certified Inverter-Based
Generating Facility No Larger than 20 kW**

This Interconnection Request Application Form is considered complete when it provides all applicable and correct information required below. Additional information to evaluate the Interconnection Request may be required.

Processing Fee

A non-refundable processing fee of \$100 must accompany this Interconnection Request Application Form.

If the Interconnection Request is submitted solely due to a transfer of ownership of the Generating Facility, the fee is \$50.

Interconnection Customer

Name: _____

Contact Person: _____

E-Mail Address: _____

Address: _____

City: _____ State: _____ Zip: _____

County: _____

Telephone (Day): _____ (Evening): _____

Fax: _____

Contact (if different than Interconnection Customer)

Name: _____

E-Mail Address: _____

Address: _____

City: _____ State: _____ Zip: _____

County: _____

Telephone (Day): _____ (Evening): _____

Fax: _____

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Mar 08 2019

Owner(s) of the Generating Facility: _____

Generating Facility Information

Facility Location (if different from above):

Address: _____

City: _____ State: _____ Zip: _____

County: _____

Utility: _____

Account Number: _____

Inverter Manufacturer: _____ Model: _____

Nameplate Rating (each inverter): _____ kW_(AC) (each inverter)

_____ kVA_(AC) (each inverter)

_____ Volts_(AC) (each inverter)

Single Phase: _____ Three Phase: _____

System Design Capacity¹: _____ kW_(AC) (system total)

_____ kVA_(AC) (system total)

For photovoltaic sources only:

Total panel capacity: _____ kW_(DC) (system total)

Maximum Physical Export Capability Requested:² (calculated)³ kW_(AC)

For other sources:

Maximum Physical Export Capability Requested:² _____ kW_(AC)

Prime Mover: Photovoltaic ☐ Reciprocating Engine ☐

Fuel Cell ☐ Turbine ☐ Other ☐

¹ Total inverter capacity.

² At the Point of Interconnection, this is the maximum possible export power that could flow back to the utility. Unless special circumstances apply, load should not be subtracted from the System Design Capacity.

³ For a photovoltaic installation, the utility will calculate this value as the lesser of (1) the total kW inverter capacity and (2) the total kW panel capacity (no DC to AC losses included, for simplicity).

ENERGY SOURCE TABLE

Renewable	Non-Renewable
H-1. Solar – Photovoltaic	H-17. Fossil Fuel - Diesel
H-2. Solar – thermal	H-18. Fossil Fuel - Natural Gas (not waste)
H-3. Biomass – landfill gas	H-19. Fossil Fuel - Oil
H-4. Biomass – manure digester gas	H-20. Fossil Fuel – Coal
H-5. Biomass – directed biogas	H-21. Fossil Fuel – Other (specify below)
H-6. Biomass – solid waste	H-22. Other (specify below)
H-7. Biomass – sewage digester gas	
H-8. Biomass – wood	
H-9. Biomass – other (specify below)	
H-10. Hydro power – run of river	
H-11. Hydro power - storage	
H-12. Hydro power – tidal	
H-13. Hydro power – wave	
H-14. Wind	
H-15. Geothermal	
H-16. Other (specify below)	

Energy Source: _____ (choose from list above)

Is the equipment UL 1741 Listed? Yes _____ No _____

If Yes, attach manufacturer's cut-sheet showing UL 1741 listing

Estimated Installation Date: _____ Estimated In-Service Date: _____

The 20 kW Inverter Process is available only for inverter-based Generating Facilities no larger than 20 kW that meet the codes, standards, and certification requirements of Attachments 3 and 4 of the North Carolina Interconnection Procedures, or the Utility has reviewed the design or tested the proposed Generating Facility and is satisfied that it is safe to operate.

List components of the Generating Facility equipment package that are currently certified:

Number	Equipment Type	Certifying Entity
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

Interconnection Customer Signature

I hereby certify that, to the best of my knowledge, the information provided in this Interconnection Request Application Form is true. I agree to abide by the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 20 kW and return the Certificate of Completion when the Generating Facility has been installed.

Signed:

Title: _____ Date: _____

Contingent Approval to Interconnect the Generating Facility (For Utility use only)

Interconnection of the Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 20 kW and return of the Certificate of Completion.

Utility Signature:

Title: _____ Date: _____

Interconnection Request ID number: _____

Utility waives inspection/witness test? Yes ____ No ____

**Certificate of Completion
for Interconnecting a Certified Inverter-Based
Generating Facility No Larger than 20 kW**

Is the Generating Facility owner-installed? Yes _____ No _____

Interconnection Customer

Name: _____

Contact Person: _____

E-Mail Address: _____

Address: _____

City: _____ State: _____ Zip: _____

County: _____

Telephone (Day): _____ (Evening): _____

Fax: _____

Location of the Generating Facility (if different from above)

Address: _____

City: _____ State: _____ Zip: _____

Electrician

Name: _____

Company: _____

E-Mail Address: _____

Address: _____

City: _____ State: _____ Zip: _____

County: _____

Telephone (Day): _____ (Evening): _____

Fax: _____

License Number: _____

Date Approval to Install Generating Facility granted by the Utility: _____

Interconnection Request ID Number: _____

Inspection:

The Generating Facility has been installed and inspected in compliance with the local building/electrical code of _____

Signed (Local electrical wiring inspector, or attach signed electrical inspection):

Signature: _____

Print Name: _____ Date: _____

As a condition of interconnection, you are required to send/ email/ fax a copy of this form along with a copy of the signed electrical permit to (insert Utility information below):

Utility Name: _____

Attention: _____

E-Mail Address: _____

Address: _____

City: _____ State: _____ Zip: _____

Fax: _____

Approval to Energize the Generating Facility (For Utility use only)

Energizing the Generating Facility is approved contingent upon the Terms and Conditions for Interconnecting a Certified Inverter-Based Generating Facility No Larger than 20 kW.

Utility Signature: _____

Title: _____ Date: _____

**Terms and Conditions
for Interconnecting a Certified Inverter-Based
Generating Facility No Larger than 20 kW**

1.0 Construction of the Facility

The Interconnection Customer (Customer) may proceed to construct (including operational testing not to exceed two hours) the Generating Facility when the Utility approves the Interconnection Request and returns it to the Customer.

2.0 Interconnection and Operation

The Customer may interconnect the Generating Facility with the Utility's System and operate in parallel with the Utility's System once all of the following have occurred:

- 2.1 Upon completing construction, the Customer will cause the Generating Facility to be inspected or otherwise certified by the appropriate local electrical wiring inspector with jurisdiction, and
- 2.2 The Customer returns the Certificate of Completion to the Utility, and
- 2.3 The Utility has either:
 - 2.3.1 Completed its inspection of the Generating Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with applicable codes. All inspections must be conducted by the Utility, at its own expense, within ten Business Days after receipt of the Certificate of Completion and shall take place at a time agreeable to the Parties. The Utility shall provide a written statement that the Generating Facility has passed inspection or shall notify the Customer of what steps it must take to pass inspection as soon as practicable after the inspection takes place; or
 - 2.3.2 If the Utility does not schedule an inspection of the Generating Facility within ten Business Days after receiving the Certificate of Completion, the witness test is deemed waived (unless the Parties agree otherwise); or
 - 2.3.3 The Utility waives the right to inspect the Generating Facility.

2.4 The Utility has the right to disconnect the Generating Facility in the event of improper installation or failure to return the Certificate of Completion.

2.5 Revenue quality metering equipment must be installed and tested in accordance with applicable American National Standards Institute (ANSI) standards and all applicable regulatory requirements.

3.0 Safe Operations and Maintenance

The Customer shall be fully responsible to operate, maintain, and repair the Generating Facility as required to ensure that it complies at all times with the interconnection standards to which it has been certified.

4.0 Access

The Utility shall have access to the disconnect switch (if a disconnect switch is required) and metering equipment of the Generating Facility at all times. The Utility shall provide reasonable notice to the Customer, when possible, prior to using its right of access.

5.0 Disconnection

The Utility may temporarily disconnect the Generating Facility upon the following conditions:

5.1 For scheduled outages upon reasonable notice.

5.2 For unscheduled outages or emergency conditions.

5.3 If the Generating Facility does not operate in a manner consistent with these Terms and Conditions.

5.4 The Utility shall inform the Customer in advance of any scheduled disconnection, or as soon as is reasonable after an unscheduled disconnection.

6.0 Indemnification

The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inactions of its obligations hereunder on

behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.0 Insurance

All insurance policies must be maintained with insurers authorized to do business in North Carolina. The Parties agree to the following insurance requirements:

- 7.1 If the Customer is a residential customer of the Utility, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least \$100,000 per occurrence.
- 7.2 For an Interconnection Customer that is a non-residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least \$300,000 per occurrence.
- 7.3 The Customer may provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices.

8.0 Limitation of Liability

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

9.0 Termination

The agreement to interconnect and operate in parallel may be terminated under the following conditions:

9.1 By the Customer

By providing written notice to the Utility and physically and permanently disconnecting the Generating Facility.

9.2 By the Utility

If the Generating Facility fails to operate for any consecutive 12-month period or the Customer fails to remedy a violation of these Terms and Conditions.

9.3 Permanent Disconnection

In the event this Agreement is terminated, the Utility shall have the right to disconnect its facilities or direct the Customer to disconnect its Generating Facility.

9.4 Survival Rights

This Agreement shall continue in effect after termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under the Agreement.

10.0 Assignment/Transfer of Ownership of the Facility

- 10.1 This Agreement shall not survive the transfer of ownership of the Generating Facility to a new owner.
- 10.2 The new owner must complete and submit a new Interconnection Request agreeing to abide by these Terms and Conditions for interconnection and parallel operations within 20 Business Days of the transfer of ownership. The Utility shall acknowledge receipt and return a signed copy of the Interconnection Request Application Form within ten Business Days.
- 10.3 The Utility shall not study or inspect the Generating Facility unless the new owner's Interconnection Request Application Form indicates that a Material Modification has occurred or is proposed.

System Impact Study Agreement

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____ by _____ and _____ between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,") and _____, a _____ existing under the laws of the State of _____, ("Utility"). The Interconnection Customer and the Utility each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity addition to an existing Generating Facility consistent with the Interconnection Request completed by the Interconnection Customer, Dated _____ and received by the Utility on _____; and

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the Utility's System; and

WHEREAS, the Interconnection Customer has requested the Utility to perform a system impact study to assess the impact of interconnecting the Generating Facility with the Utility's System, and of any Affected Systems;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the North Carolina Interconnection Procedures.
2. The Interconnection Customer elects and the Utility shall cause to be performed a system impact study consistent with the North Carolina Interconnection Procedures.
3. The scope of the system impact study shall be subject to the assumptions set forth in Appendix A to this Agreement.

4. A system impact study will be based upon the technical information provided by Interconnection Customer in the Interconnection Request. The Utility reserves the right to request additional technical information from the Interconnection Customer as may reasonably become necessary consistent with Good Utility Practice during the course of the system impact study.
5. In performing the study, the Utility shall rely, to the extent reasonably practicable, on existing studies of recent vintage. The Interconnection Customer shall not be charged for such existing studies; however, the Interconnection Customer shall be responsible for charges associated with any new study or modifications to existing studies that are reasonably necessary to perform the feasibility study.
6. The System Impact Study Report shall provide the following analyses for the purpose of identifying any potential adverse system impacts that would result from the interconnection of the Generating Facility as proposed:
 - 6.1. Initial identification of any circuit breaker short circuit capability limits exceeded as a result of the interconnection;
 - 6.2. Initial identification of any thermal overload or voltage limit violations resulting from the interconnection;
 - 6.3. Initial review of grounding requirements and electric system protection
7. The System Impact Study shall model the impact of the Generating Facility regardless of purpose in order to avoid the further expense and interruption of operation for reexamination of feasibility and impacts if the Interconnection Customer later changes the purpose for which the Generating Facility is being installed.
8. The study shall include the feasibility of any interconnection at a proposed project site where there could be multiple potential Points of Interconnection, as requested by the Interconnection Customer and at the Interconnection Customer's cost.
9. A System Impact Study shall consist of a short circuit analysis, a stability analysis, a power flow analysis, voltage drop and flicker studies, protection and set point coordination studies, and grounding reviews, as necessary.

10. The System Impact Study will also include an analysis of distribution and transmission impacts as may be necessary to understand the impact of the proposed Generation Facility on electric system operation.
11. A System Impact Study shall state the assumptions upon which it is based, state the results of the analyses, and provide the requirement or potential impediments to providing the requested interconnection service.
12. The System Impact Study will provide the Preliminary Estimated Upgrade Charge, which is a preliminary indication of the cost and length of time that would be necessary to correct any System problems identified in those analyses and implement the interconnection
13. The System Impact Study will provide the Preliminary Estimated Interconnection Facilities Charge, which is a preliminary indication of the cost and length of time that would be necessary to provide the Interconnection Facilities.
14. A system impact study shall provide the information outlined in Section 1.3.2 of the Interconnection Procedures.
15. A distribution System Impact Study shall incorporate a distribution load flow study, an analysis of equipment interrupting ratings, protection coordination study, voltage drop and flicker studies, protection and set point coordination studies, grounding reviews, and the impact on electric system operation, as necessary.
16. Affected Systems may participate in the preparation of a System Impact Study, with a division of costs among such entities as they may agree. All Affected Systems shall be afforded an opportunity to review and comment upon a System Impact Study that covers potential adverse system impacts on their electric systems, and the Utility has 20 additional Business Days to complete a system impact study requiring review by Affected Systems.
17. The Utility shall have an additional 15 Business Days from the time set forth in Section 19.0 the System Impact Study Agreement to complete the dual scenario System Impact Study reports for a Project B.

18. If the Utility uses a queuing procedure for sorting or prioritizing projects and their associated cost responsibilities for any required Network Upgrades, the System Impact Study shall consider all generating facilities (and with respect to paragraph 18.3 below, any identified Upgrades associated with such interconnection with a lower Queue Number) that, on the date the system impact study is commenced –

18.1. Are directly interconnected with the Utility's electric system; or

18.2. Are interconnected with Affected Systems and may have an impact on the proposed interconnection; and

18.3. Have a pending Interconnection Request to interconnect with the Utility's electric system with a lower Queue Number.

19. The System Impact Study shall be completed within a total of 65 Business Days if transmission system impacts are studied, and 50 Business Days if distribution system impacts are studied, but in any case, shall not take longer than a total of 65 Business Days unless the study involves Affected Systems per Section 16.0 or the studied Interconnection Request is a Project B per Section 17.0. The period of time for the Utility to complete the System Impact Study shall be tolled during any period that the Utility has requested information in writing from the Interconnection Customer necessary to complete the Study and such request is outstanding.

20. Any study fees shall be based on the Utility's actual costs and will be deducted from the Interconnection Facilities deposit made by the Interconnection Customer at the time of the Interconnection Request. After the study is completed, the Utility shall deliver a summary of professional time.

21. The Interconnection Customer must pay any study costs that exceed the Interconnection Request Deposit without interest within 20 Business Days of receipt of the invoice. If the deposit exceeds the invoiced fees or the Interconnection Customer's costs exceed the aggregate deposits received and the Interconnection Customer withdraws the Interconnection Request, the amount of funds equal to the difference will be settled in accordance with Section 6.3 of the NC interconnection Standard.

22. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or

otherwise contest any laws, orders, or regulations of a Governmental Authority.

23. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

24. No Third-Party Beneficiaries

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

25. Waiver

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

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

26. Multiple Counterparts

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

27. No Partnership

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

28. Severability

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

29. Subcontractors

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

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

30. Reservation of Rights

The Utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

[Insert name of Utility]

[Insert name of Interconnection Customer]

Signed _____

Signed _____

Name (Printed):

Name (Printed):

Title _____

Assumptions Used in Conducting the System Impact Study

The system impact study shall be based upon the Interconnection Request, subject to any modifications in accordance with the Interconnection Procedures, and the following assumptions:

1) Designation of Point of Interconnection and configuration to be studied.

2) Designation of alternative Points of Interconnection and configuration.

1) and 2) are to be completed by the Interconnection Customer. Other assumptions (listed below) are to be provided by the Interconnection Customer and the Utility.

ATTACHMENT 8

Facilities Study Agreement

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20____ by and between _____, a _____ organized and existing under the laws of the State of _____, ("Interconnection Customer,"), and, _____, a _____ existing under the laws of the State of _____, ("Utility"). The Interconnection Customer and the Utility each may be referred to as a "Party," or collectively as the "Parties."

RECITALS

WHEREAS, the Interconnection Customer is proposing to develop a Generating Facility or generating capacity in addition to an existing Generating Facility consistent with the Interconnection Request Application Form completed by the Interconnection Customer, dated _____ and received by the Utility on _____; and the single-line drawing provided by the Interconnection Customer, dated _____ and received by the Utility on _____ and

WHEREAS, the Interconnection Customer desires to interconnect the Generating Facility with the Utility's System; and

WHEREAS, the Utility has completed a System Impact Study and provided the results of said study to the Interconnection Customer (this recital to be omitted if the Parties have agreed to forego the system impact study); and

WHEREAS, the Interconnection Customer has requested the Utility to perform a Facilities Study to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the system impact study and/or any other relevant studies in accordance with Good Utility Practice to physically and electrically connect the Generating Facility with the Utility's System;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein the Parties agree as follows:

1. When used in this Agreement, with initial capitalization, the terms specified shall have the meanings indicated or the meanings specified in the North Carolina Interconnection Procedures.
2. The Interconnection Customer elects and the Utility shall cause to be performed a facilities study consistent with the North Carolina Interconnection Procedures.
3. The scope of the facilities study shall be subject to data provided in Appendix A to this Agreement.

4. The facilities study shall specify and estimate the cost of the equipment, engineering, procurement and construction work (including overheads) needed to implement the conclusions of the system impact studies. The facilities study shall also identify (1) the electrical switching configuration of the equipment, including, without limitation, transformer, switchgear, meters, and other station equipment, (2) the nature and estimated cost of the Utility's Interconnection Facilities and Upgrades necessary to accomplish the interconnection, and (3) an estimate of the construction time required to complete the installation of such facilities.

If the study is for a Project B, the study shall assume the interdependent Project A is interconnected.

5. The Utility may propose to group facilities required for more than one Interconnection Customer in order to minimize facilities costs through economies of scale, but any Interconnection Customer may require the installation of facilities required for its own Generating Facility if it is willing to pay the costs of those facilities
6. A deposit of the good faith estimated facilities study cost is required from the Interconnection Customer. If the unexpended portion of the Interconnection Request deposit made for the Interconnection Request exceeds the estimated cost of the facilities study, no payment will be required of the Interconnection Customer.
7. In cases where Upgrades are required, the facilities study must be completed within 45 Business Days of the Utility's receipt of this Agreement, or completion of the Facilities Study for an Interdependent Project A whichever is later. In cases where no Upgrades are necessary, and the required facilities are limited to Interconnection Facilities, the facilities study must be completed within 30 Business Days. The period of time for the Utility to complete the Facilities Study shall be tolled during any period that the Utility has requested information in writing from the Interconnection Customer necessary to complete the Study and such request is outstanding.
8. Once the facilities study is completed, a facilities study report shall be prepared and transmitted to the Interconnection Customer.
9. Any study fees shall be based on the Utility's actual costs and will be deducted from the Interconnection Request deposit made by the Interconnection Customer at the time of the Interconnection Request. After the study is completed the Utility shall deliver a summary of professional time.
10. The Interconnection Customer must pay any study costs that exceed the Interconnection Request deposit without interest within 20 Business Days

of receipt of the invoice. If the unexpended portion of the Interconnection Request deposit exceeds the invoiced fees and the Interconnection Customer withdraws the Interconnection Request, the Utility shall make refund to the Customer pursuant to Section 6.3 of the North Carolina Interconnection Procedures.

11. Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12. Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

13. No Third-Party Beneficiaries

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

14. Waiver

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

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

15. Multiple Counterparts

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

16. No Partnership

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

17. Severability

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

18. Subcontractors

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

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

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

19. Reservation of Rights

The Utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers or agents on the day and year first above written.

For the Utility

Name: _____

Print Name: _____

Title: _____

Date _____

For the Interconnection Customer

Name: _____

Print Name: _____

Title: _____

Date _____

Facilities Study Agreement
Appendix A

**Data to Be Provided by the Interconnection Customer with the Facilities
Study Agreement**

Provide location plan and simplified one-line diagram of the plant and station facilities. For staged projects, please indicate future generation, circuits, etc.

On the one-line diagram, indicate the generation capacity attached at each metering location. (Maximum load on CT/PT)

On the one-line diagram, indicate the location of auxiliary power. (Minimum load on CT/PT) Amps

One set of metering is required for each generation connection to the new ring bus or existing Utility station. Number of generation connections: _____

Will an alternate source of auxiliary power be available during CT/PT maintenance?

Yes _____ No _____

Will a transfer bus on the generation side of the metering require that each meter set be designed for the total plant generation? Yes _____ No _____

(Please indicate on the one-line diagram).

What type of control system or PLC will be located at the Generating Facility?

What protocol does the control system or PLC use?

Please provide a 7.5-minute quadrangle map of the site. Indicate the plant, station, distribution line, and property lines.

Physical dimensions of the proposed interconnection station:

Bus length from generation to interconnection station:

Line length from interconnection station to Utility's System.

Tower number observed in the field (Painted on tower leg)*:

Number of third party easements required for lines*:

* To be completed in coordination with Utility.

Is the Generating Facility located in Utility's service area?

Yes _____ No _____ If No, please provide name of local provider:

Please provide the following proposed schedule dates:

Begin Construction Date: _____

Generator step-up transformers
receive back feed power Date: _____

Generation Testing Date: _____

Commercial Operation Date: _____

NORTH CAROLINA
[FINAL / INTERIM] INTERCONNECTION AGREEMENT
For State-Jurisdictional Generator Interconnections

Effective May 15, 2015

Docket No. E-100, Sub 101

Between

Utility Name

And

Customer Name

"Project Name"

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This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by _____ ("Utility"), and _____

("Interconnection Customer") each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Utility Information

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Interconnection Customer Information

Name: _____

Project Name: _____

Attention: _____

E911 Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

County: _____

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

Article 1. Scope and Limitations of Agreement

1.1 Applicability

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

1.2 Purpose

If an Interim Interconnection Agreement, this Agreement documents the Utility's ability to interconnect the Generating Facility and provides the Preliminary Estimated Interconnection Facilities Charge and the Preliminary Estimated System Upgrade Charge that was developed in the System Impact Study. Milestones have not been established and the Utility offers no estimate on when the required facilities might be installed.

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

1.3 No Agreement to Purchase or Deliver Power or RECs

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

1.4 Limitations

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

1.5 Responsibilities of the Parties

- 1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.
- 1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.
- 1.5.3 The Utility shall construct, operate, and maintain its System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.
- 1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriters' Laboratories, and Operating Requirements in effect at the time of construction and

other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the System or equipment of the Utility and any Affected Systems.

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Appendices to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Utility and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Utility's System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Appendices to this Agreement.

1.5.6 The Utility shall coordinate with all Affected Systems to support the interconnection.

1.6 Parallel Operation Obligations

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

1.7 Metering

The Interconnection Customer shall be responsible for the Utility's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Appendices 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power

1.8.1 The Interconnection Customer shall design its Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Utility has established different requirements that apply to all similarly situated generators in the

control area on a comparable basis. The requirements of this paragraph shall not apply to wind generators.

- 1.8.2 The Utility is required to pay the Interconnection Customer for reactive power that the Interconnection Customer provides or absorbs from the Generating Facility when the Utility requests the Interconnection Customer to operate its Generating Facility outside the range specified in Article 1.8.1 or outside the range established by the Utility that applies to all similarly situated generators in the control area. In addition, if the Utility pays its own or affiliated generators for reactive power service within the specified range, it must also pay the Interconnection Customer.
- 1.8.3 Payments shall be in accordance with the Utility's applicable rate schedule then in effect unless the provision of such service(s) is subject to a regional transmission organization or independent system operator FERC-approved rate schedule. To the extent that no rate schedule is in effect at the time the Interconnection Customer is required to provide or absorb reactive power under this Agreement, the Parties agree to expeditiously file such rate schedule and agree to support any request for waiver of any prior notice requirement in order to compensate the Interconnection Customer from the time service commenced.

1.9 Capitalized Terms

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

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

2.1 Equipment Testing and Inspection

- 2.1.1 The Interconnection Customer shall test and inspect its Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Utility of such activities no fewer than ten (10) Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day, unless otherwise agreed to by the Parties. The Utility may, at its own expense, send qualified personnel to the Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Utility a written test report when such testing and inspection is completed.
- 2.1.2 The Utility shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or

warranty by the Utility of the safety, durability, suitability, or reliability of the Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

2.2.1 The Utility shall use Reasonable Efforts to list applicable parallel operation requirements in Appendix 5 of this Agreement. Additionally, the Utility shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Utility shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2 The Interconnection Customer shall not operate its Generating Facility in parallel with the Utility's System without prior written authorization of the Utility. The Utility will provide such authorization once the Utility receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

2.3.1 Upon reasonable notice, the Utility may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Generating Facility (including any required testing), startup, and operation for a period of up to three (3) Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Utility at least five (5) Business Days prior to conducting any on-site verification testing of the Generating Facility.

2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Utility shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3 Each Party shall be responsible for its own costs associated with following this Article.

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

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of ten (10) years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with Article 3.3 of this Agreement.

3.3 Termination

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

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Utility 20 Business Days written notice and physically and permanently disconnecting the Generating Facility from the Utility's System.

3.3.2 The Utility may terminate this agreement for failure to comply with the requirements of Article 7.1.2 or Article 7.1.3.

3.3.3 Either Party may terminate this Agreement after Default pursuant to Article 7.6.

3.3.4 Upon termination of this Agreement, the Generating Facility will be disconnected from the Utility's System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.

3.3.5 The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination, including any remaining term requirements for payment of Charges that are billed under a monthly payment option as prescribed in Article 6.

3.3.6 The provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

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

3.4.1 Emergency Conditions

“Emergency Condition” shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Utility, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Utility’s System, the Utility’s Interconnection Facilities or the systems of others to which the Utility’s System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or the Interconnection Customer’s Interconnection Facilities.

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

3.4.2 Routine Maintenance, Construction, and Repair

The Utility may interrupt interconnection service or curtail the output of the Generating Facility and temporarily disconnect the Generating Facility from the Utility’s System when necessary for routine maintenance, construction, and repairs on the Utility’s System. The Utility shall provide the Interconnection Customer with five (5) Business Day notice prior to such interruption. The Utility shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

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

3.4.4 Adverse Operating Effects

The Utility shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Generating Facility could cause damage to the Utility's System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Utility may disconnect the Generating Facility. The Utility shall provide the Interconnection Customer with five (5) Business Day notice of such disconnection, unless the provisions of Article 3.4.1 apply.

3.4.5 Modification of the Generating Facility

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

3.4.6 Reconnection

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

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Appendix 2 of this Agreement. The Utility shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Utility.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Utility's Interconnection Facilities.

4.2 Distribution Upgrades

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

Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

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

5.2 Network Upgrades

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

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

6.1 Billing and Payment Procedures and Final Accounting

- 6.1.1 The Interconnection Customer shall pay 100% of required Interconnection Facilities and any other charges as required in Appendix 2 pursuant to the milestones specified in Appendix 4.

The Interconnection Customer shall pay 100% of required Upgrades and any other charges as required in Appendix 6 pursuant to the milestones specified in Appendix 4.

Upon receipt of 100% of the foregoing pre-payment charges, the payment is not refundable due to cancellation of the Interconnection Request for any reason.

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

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

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Appendix 4 of this Agreement. A Party's obligations under this provision may be extended by agreement, except for timing for Payment or Financial Security-related requirements set forth in the milestones, which shall adhere to Section 5.2.4 of the Standards. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) request appropriate amendments to Appendix 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) the delay will materially affect the schedule of another Interconnection Customer with subordinate Queue Position, (3) attainment of the same milestone has previously been delayed, or (4) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

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

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

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

7.1 Assignment

- 7.1.1 The Interconnection Customer shall notify the Utility of the pending

sale of an existing Generation Facility in writing. The Interconnection Customer shall provide the Utility with information regarding whether the sale is a change of ownership of the Generation Facility to a new legal entity, or a change of control of the existing legal entity.

- 7.1.2 The Interconnection Customer shall promptly notify the Utility of the final date of sale and transfer date of ownership in writing. The purchaser of the Generation Facility shall confirm to the Utility the final date of sale and transfer date of ownership in writing
- 7.1.3 This Agreement shall not survive the transfer of ownership of the Generating Facility to a new legal entity owner. The new owner must complete a new Interconnection Request and submit it to the Utility within 20 Business Days of the transfer of ownership or the Utility's Interconnection Facilities shall be removed or disabled and the Generating Facility disconnected from the Utility's System. The Utility shall not study or inspect the Generating Facility unless the new owner's Interconnection Request indicates that a Material Modification has occurred or is proposed.
- 7.1.4 This Agreement shall survive a change of control of the Generating Facility' legal entity owner, where only the contact information in the Interconnection Agreement must be modified. The new owner must complete a new Interconnection Request and submit it to the Utility within 20 Business Days of the change of control and provide the new contact information. The Utility shall not study or inspect the Generating Facility unless the new owner's Interconnection Request indicates that a Material Modification has occurred or is proposed.
- 7.1.5 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Utility, for collateral security purposes to aid in providing financing for the Generating Facility, provided that the Interconnection Customer will promptly notify the Utility of any such assignment. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof.
- 7.1.6 Any attempted assignment that violates this article is void and ineffective.

7.2 Limitation of Liability

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

7.3 Indemnity

- 7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in Article 7.2.
- 7.3.2 The Parties shall at all times indemnify, defend, and save the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or inaction of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.
- 7.3.3 If an indemnified Party is entitled to indemnification under this Article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this Article, to assume the defense of such claim, such indemnified Party may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- 7.3.4 If an indemnifying Party is obligated to indemnify and hold any indemnified Party harmless under this Article, the amount owing to the indemnified Party shall be the amount of such indemnified Party's actual loss, net of any insurance or other recovery.
- 7.3.5 Promptly after receipt by an indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this Article may apply, the indemnified Party shall notify the indemnifying Party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying Party.

7.4 Consequential Damages

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

hereunder.

7.5 Force Majeure

7.5.1 As used in this article, a Force Majeure Event shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.

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

7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money or provision of Financial Security) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Article 7.6.2, the defaulting Party shall have five (5) Business Days from receipt of the Default notice within which to cure such Default.

7.6.2 If a Default is not cured as provided in this Article, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

- 8.1 The Interconnection Customer shall obtain and retain, for as long as the Generating Facility is interconnected with the Utility's System, liability insurance which protects the Interconnection Customer from claims for bodily injury and/or property damage. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the characteristics of the system to which the interconnection is made. This insurance shall be primary for all purposes. The Interconnection Customer shall provide certificates evidencing this coverage as required by the Utility. Such insurance shall be obtained from an insurance provider authorized to do business in North Carolina. The Utility reserves the right to refuse to establish or continue the interconnection of the Generating Facility with the Utility's System, if such insurance is not in effect.
- 8.1.1 For an Interconnection Customer that is a residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be a standard homeowner's insurance policy with liability coverage in the amount of at least \$100,000 per occurrence.
- 8.1.2 For an Interconnection Customer that is a non-residential customer of the Utility proposing to interconnect a Generating Facility no larger than 250 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least \$300,000 per occurrence.
- 8.1.3 For an Interconnection Customer that is a non-residential customer of the Utility proposing to interconnect a Generating Facility greater than 250 kW, the required coverage shall be comprehensive general liability insurance with coverage in the amount of at least \$1,000,000 per occurrence.
- 8.1.4 An Interconnection Customer of sufficient credit-worthiness may propose to provide this insurance via a self-insurance program if it has a self-insurance program established in accordance with commercially acceptable risk management practices, and such a proposal shall not be unreasonably rejected.
- 8.2 The Utility agrees to maintain general liability insurance or self-insurance consistent with the Utility's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Utility's liabilities undertaken pursuant to this Agreement.
- 8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

- 9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.
- 9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.
- 9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
- 9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- 9.2.3 All information pertaining to a project will be provided to the new owner in the case of a change of control of the existing legal entity or a change of ownership to a new legal entity.
- 9.3 If information is requested by the Commission from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to the Commission within the time provided for in the request for information. In providing the information to the Commission, the Party may request that the information be treated as confidential and non-public in accordance with North Carolina law and that the information be withheld from public disclosure.

Article 10. Disputes

- 10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this Article.
- 10.2 In the event of a dispute, either Party shall provide the other Party with a written notice of dispute. Such notice shall describe in detail the nature of the dispute.

10.3 If the dispute has not been resolved within 20 Business Days after receipt of the notice, either Party may contact the Public Staff for assistance in informally resolving the dispute. If the Parties are unable to informally resolve the dispute, either Party may then file a formal complaint with the Commission.

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

Article 11. Taxes

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

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

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2 Amendment

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

12.3 No Third-Party Beneficiaries

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

12.4 Waiver

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

12.4.2.1 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with

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

12.5 Entire Agreement

This Agreement, including all Appendices, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 Multiple Counterparts

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

12.7 No Partnership

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

12.8 Severability

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

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. All Utilities are expected to meet basic standards for electric system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

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

12.11 Subcontractors

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

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

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

12.12 Reservation of Rights

The Utility shall have the right to make a unilateral filing with the Commission to modify this Agreement with respect to any rates, terms and conditions, charges, or classifications of service, and the Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this Agreement; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before the Commission in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

13.1 General

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

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Phone: _____ Fax: _____

If to the Utility:

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Phone: _____ Fax: _____

13.2 Billing and Payment

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

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

If to the Utility:

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

13.3 Alternative Forms of Notice

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

If to the Interconnection Customer:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

If to the Utility:

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

13.4 Designated Operating Representative

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

Interconnection Customer's Operating Representative:

Interconnection Customer: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Utility's Operating Representative:

Utility: _____

Attention: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____

13.5 Changes to the Notice Information

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

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

For the Utility

Name: _____

Print Name: _____

Title: _____

Date: _____

For the Interconnection Customer

Name: _____

Print Name: _____

Title: _____

Date: _____

OFFICIAL COPY

Mar 08 2019

Interconnection Agreement
Appendix 1

Glossary of Terms

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

OFFICIAL COPY

Mar 08 2019

Interconnection Agreement
Appendix 2

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

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

OFFICIAL COPY

Mar 08 2019

Interconnection Agreement
Appendix 3

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

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

OFFICIAL COPY

Mar 08 2019

Interconnection Agreement
Appendix 4

Milestones

Requested Upgrade In-Service Date: _____

Requested Interconnection Facilities In-Service Date _____

For an Interim Interconnection Agreement, this Appendix 4 is null and void.

Critical milestones and responsibility as agreed to by the Parties:

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

	Milestone	Completion Date	Responsible Party
1)			
2)			
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)	Expand as needed		

Signatures on next page

Interconnection Agreement
Appendix 4

Agreed to for the Utility

Name: _____

Print Name: _____

Date: _____

Agreed to for the Interconnection Customer

Name: _____

Print Name: _____

Date: _____

OFFICIAL COPY

Mar 08 2019

Interconnection Agreement
Appendix 5

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

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

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Mar 08 2019

Interconnection Agreement
Appendix 6

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

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

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Mar 08 2019

TERMS AND CONDITIONS

XXV. NET METERING**A. Availability**

Net metering is available to a “Customer-Generator” that owns and operates a small-scale “Renewable Energy Facility” that meets the following criteria:

1. Has an alternating current capacity of not more than one megawatt; and
2. Uses as its total fuel source a Renewable Energy Resource which is defined as
 - a. a solar photovoltaic, solar electric, solar thermal, wind, hydropower, geothermal, or ocean current or wave energy resource; or
 - b. a biomass resource, including agricultural waste, animal waste, wood waste, spent pulping liquors, combustible residues, combustible liquids, combustible gases, energy crops, or landfill methane; or
 - c. waste heat derived from a Renewable Energy Resource and used to produce electricity or useful, measurable thermal energy at a retail electric Customer’s facility; or
 - d. hydrogen derived from a Renewable Energy Resource; and
3. Is designed for Customer-Generator’s own use, not for sale to Company or a third party; and
4. Is interconnected and operated in parallel with the Company’s electric distribution system in accordance with Section XXIV - Generator Interconnection Standard of Company’s Terms and Conditions; and
5. Does not generate only thermal energy; and
6. Must generate electricity that flows through Company’s meter.

Customer-generators may not participate as suppliers of Renewable Energy Resources in the NC GreenPower Program.

B. Interconnection

Customer-Generator shall submit an Interconnection Request in accordance with Section XXIV. The completed Interconnection Request (attached to Section XXIV as Attachment 2 or Attachment 5 as appropriate) is to be sent to the following address:

Dominion Energy North Carolina
Net Metering
One James River Plaza, 18th Floor
P. O. Box 26666
Richmond, VA 23261-6666

(Continued)

TERMS AND CONDITIONS

XXV. NET METERING (Continued)**C. Metering**

1. Net metered energy shall be measured in accordance with standard metering practices by Company's metering equipment that is capable of measuring (but not necessarily displaying) power flow in both directions.
2. When a Customer-Generator requests metering equipment which is intended to be read off-site and Company would not have normally provided such off-site metering, Company will charge Customer-Generator the actual cost of the meter installation.

D. Billing

1. If Customer-Generator chooses to receive retail electric service in accordance with one of Company's applicable rate schedules that is not a time-of-use rate schedule, credit for excess electricity generated during a monthly billing period shall be carried forward to the following monthly billing period, but shall be granted to Company at no charge and the credit balance reset to zero at the beginning of each summer billing season.
2. If Customer-Generator chooses to receive retail electric service in accordance with one of Company's applicable time-of-use rate schedules, Company shall bill Customer-Generator for the applicable of the basic customer charge, the demand charge(s), and any other charges under such applicable time-of-use rate schedule for a monthly billing period. In addition, Company shall bill Customer-Generator for kilowatt-hour usage for a monthly billing period in accordance with the following:
 - a. If both the on-peak and off-peak kilowatt-hours supplied by Company exceed both the on-peak and off-peak kilowatt-hours delivered by Customer-Generator to the grid, Company shall bill Customer-Generator on-peak and off-peak kilowatt-hours equal to the difference by which the on-peak and off-peak kilowatt-hours supplied by Company exceed the on-peak and off-peak kilowatt-hours delivered by Customer-Generator to the grid, respectively.
 - b. If both the on-peak and off-peak kilowatt-hours supplied by Company are less than both the on-peak and off-peak kilowatt-hours delivered by Customer-Generator to the grid, Company shall not bill Customer-Generator any on-peak and off-peak kilowatt-hours.

(Continued)

TERMS AND CONDITIONS

XXV. NET METERING (Continued)

- c. In the event either the on-peak or the off-peak kilowatt-hours delivered to the grid by Customer-Generator exceed the on-peak or off-peak kilowatt-hours supplied by Company, respectively, the following shall apply:
- 1) Where on-peak kilowatt-hours delivered to the grid by Customer-Generator exceed the on-peak kilowatt-hours supplied by Company, the Company shall not bill for on-peak kilowatt-hours and the excess (On-Peak Kilowatt-hour Credits) shall be applied to any remaining off-peak consumption, pursuant to c.4), below.
 - 2) Where on-peak kilowatt-hours supplied by Company exceed the on-peak kilowatt-hours delivered to the grid by Customer-Generator, then Company shall bill the difference.
 - 3) Where off-peak kilowatt-hours delivered to the grid by Customer-Generator exceed the off-peak kilowatt-hours supplied by Company, the Company shall not bill for off-peak kilowatt-hours. The excess shall become Off-peak Kilowatt-hour Credits.
 - 4) Where off-peak kilowatt-hours supplied by Company exceed off-peak kilowatt-hours delivered to the grid by Customer-Generator, then Company shall first apply any On-Peak Kilowatt-hour Credits from c.1), above, to the difference. In the event there is any remaining off-peak consumption after application of On-Peak Kilowatt-hour Credits, such off-peak consumption shall be billed by Company.
3. Any remaining On-peak or Off-peak Kilowatt-hour Credits shall be applied to the following monthly billing period in the same manner described in item D.2.c., above. Except that at the beginning of each summer billing season – as defined in the applicable time-of-use rate schedule, Company shall reset any remaining On-peak or Off-peak Kilowatt-hour Credits to zero.

(Continued)

TERMS AND CONDITIONS

XXV. NET METERING (Continued)

4. On-peak and Off-peak Kilowatt-hour Credits are nontransferable. In the event that Customer-Generator terminates participation in Net Metering, existing credits will be applied to Customer-Generator's final bill as a Net Metering participant. On-peak and Off-peak Kilowatt-hour Credits remaining on Customer-Generator's account after the final bill, if any, will be forfeited by Customer-Generator. In no case will any credit balance have any cash value or be convertible to cash.

E. Ownership of Renewable Energy Credits

1. If Customer-Generator chooses to receive retail electric service from Company in accordance with the applicable of Schedule 1P – Residential Service, Schedule 5P – Small General Service, or Schedule 6P – Large General Service, Customer-Generator shall retain ownership of all renewable energy credits (RECs) associated with its electric generation.
2. If Customer-Generator chooses to receive retail electric service from Company in accordance with an applicable rate schedule other than Schedule 1P, Schedule 5P, or Schedule 6P, Customer-Generator shall assign any RECs associated with all electric generation by the Renewable Energy Facility to Company as part of the net metering arrangement.

F. Term of Contract

The term of contract for Net Metering shall be as may be mutually agreed upon by the Customer-Generator and the Company, but for not less than one year.

FORM G
AGREEMENT FOR ELECTRIC
LINE EXTENSIONS

Number _____

Date _____

In Consideration of the sum of _____ Dollars, (which sum represents the estimated cost of making the electric line extension provided for herein) received from _____ (hereinafter called the Applicant) by Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina, a Virginia Corporation (hereinafter called the Company), the receipt of which is hereby acknowledged. The Company agrees to make an electric line extension from the nearest suitable point on the present line or lines of the Company, using standard specifications of the Company for construction, to or through the property of the Applicant, or other property to be supplied under this Agreement, as shown by the line or lines marked "Proposed" on the plan attached hereto and made a part hereof and is identified as _____. It is understood and agreed by the parties that the poles, wires, fixtures, conduits and cables, and all other equipment located and maintained under this Agreement shall be and remain the property of the Company. A list of customers who have agreed to purchase electricity from the above line extension as soon as said line extension is completed and placed in service is attached hereto and made a part hereof. The list is identified as List of Customers--Electric Line Extension Number _____.

The Company agrees to supply electricity to the Applicant and the Applicant agrees to accept and pay for said electricity furnished from the aforesaid line extension at the same rates and subject to the same terms and conditions of supply which are applicable to

(Continued)

Filed 03-07-19
Electric-North CarolinaSuperseding Filing Effective 01-01-11.
This Filing Effective 01-01-18.

FORM G
AGREEMENT FOR ELECTRIC
LINE EXTENSIONS

the Company's customers generally in _____ for electricity under the classification City or County applicable to this use, as the same may be fixed from time to time by the North Carolina Utilities Commission or in accordance with other legal authorities.

It is further understood and agreed that the Company will reimburse the Applicant to the extent of the aforesaid sum paid to the Company by the Applicant, but only on the following conditions:

1. One-fourth of the net amount (not including fuel charge) paid to the Company for electricity furnished to Original Customers on the line extension constructed under this Agreement will be paid to the Applicant; settlement to be made annually on February 1 as of the preceding January 1 of each year; provided however,
 - a. That the total amount refunded to the Applicant shall not exceed the aforesaid sum paid to the Company by the Applicant for the line extension.
 - b. That no refund will be made under this Agreement or in any manner connected with the line extension covered herein after eight years from the date electricity is made available to Applicant.
2. One-fourth of the net amount (not including fuel charge) received by the Company during the remaining life of the original eight-year period for electricity furnished to New Customers, who are defined as customers connected to the line extension(s) covered by this Agreement after the Original Customers have been connected, will also be paid to the Applicant; provided however,

(Continued)

FORM G
AGREEMENT FOR ELECTRIC
LINE EXTENSIONS

- a. That the Applicant has paid the Company an estimated cost of the additional line extension to supply electricity to the new customer(s).
 - b. That the total amount refunded to the Applicant for all customers shall not exceed the total of the sums paid to the Company by the Applicant for the original line extension and additional line extension(s) covered by this Agreement; all settlements under this paragraph shall be made in the same manner as provided in paragraph 1.
3. Any line extension(s) from or of the original line extension(s) constructed under this Agreement, not paid for by the Applicant, shall not be considered as a part of the line extension(s) covered by this Agreement. No refund shall be made on account of or in connection with any electricity furnished through service connections made from such further line extensions.

It is understood and agreed that the entire cost of that portion of each and every overhead service connection on private property, in excess of any overhead service connection constructed by the Company at its cost in accordance with the Terms and Conditions for the Supply of Electricity filed with the Commission, shall be borne by the Applicant or Customer supplied from the line extension(s) constructed under this Agreement.

(Continued)

FORM G
AGREEMENT FOR ELECTRIC
LINE EXTENSIONS

The Applicant agrees to obtain for the Company, without delay or cost to the Company, permits and rights of way satisfactory to the Company for the aforementioned line extension, and this Agreement is accepted by the Company on condition that such permits and rights of way are obtained.

Before the Applicant or any customer may secure electricity from the line extension constructed under this Agreement, he/she will be required to sign the standard form of Agreement for the Purchase of Electricity with the Company and comply with the rules and regulations of the Company.

Applicant Signature

Date

Virginia Electric and Power Company, d/b/a
Dominion Energy North Carolina

Accepted By

Mail Refunds to

Address

This Agreement Effective

Agreement for the Purchase
of Electricity

This Agreement, made this _____ day of _____, 20 __, by and between the Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina, a Virginia Corporation (hereinafter called the Company), and _____, the bona fide owner or lessee of the premises described in Paragraph First below, (hereinafter called the Customer).

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

First--The Company shall furnish to the Customer, and the Customer shall purchase from the Company, at a mutually agreed upon delivery point, electricity required by the Customer upon the premises situated at _____, in the operation of a(n) _____

The term of this agreement shall be for an initial period ending _____ years after the commencement of the initial billing period hereunder and shall continue thereafter until either party gives the other ninety (90) days written notice of termination.

If electricity is provided hereunder through new service facilities, the parties hereto shall make every reasonable effort to commence to provide and to receive electricity to serve a connected load of _____ kVA not later than the ____ of _____, 20__. In the event that the Company is unable to provide electricity or the Customer is unable to receive electricity on this date, the date can be changed by mutual consent.

Second--The characteristics of electricity supplied hereunder, the voltage at which it will be metered and, where applicable, other special provisions, are as follows:

Third--The sheets attached hereto are made a part hereof and are designated as follows:

(Continued)

Agreement for the Purchase
of Electricity

Fourth--In the event the Company is unable to secure and/or maintain adequate rights, easements, franchises and other necessary authorizations, the Company shall not be obligated to render service.

Fifth--All electricity furnished under this Agreement shall be subject to all applicable Terms and Conditions of service on file with the Commission and such Terms and Conditions are incorporated into this agreement by reference. The provisions of this Agreement, all Rate Schedules, and the Terms and Conditions of service are subject to modification at any time in the manner prescribed by law. When the Agreement is so modified, it shall supersede the provisions hereof and the Rate Schedules, if any, that are attached hereto and made a part hereof.

Sixth--The Customer shall not assign this Agreement without the express written consent of the Company. The Company shall have the right to assign this Agreement to any entity, including an affiliated entity that acquires or otherwise succeeds to the Company's business.

Seventh--This Agreement and the applicable Rate Schedules and Terms and Conditions of the Company on file with the Commission embody the entire agreement between the parties hereto and supersedes all prior Agreements and understandings, if any, relating to the subject matter hereof and thereof. Any claim(s) which either party hereto may have or assert in any manner arising out of the supplying of electricity prior to the date of this Agreement at the premise specified in Paragraph First of this Agreement shall be decided without respect to this Agreement.

Eighth--This Agreement shall be binding upon the Company only when accepted by its duly authorized agent and shall not be modified by any promise, agreement or representation of any agent or employee of the Company unless incorporated in writing in this agreement before such acceptance.

Ninth – In the event any provision, or any part or portion of any provision, of this Agreement shall be declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the remainder of this Agreement shall be severable and remain enforceable. Only the provision (or part of provision thereof) so declared shall be considered unlawful, invalid, or otherwise unenforceable.

(Continued)

Tenth – The Agreement shall be governed by and constructed in accordance with the laws of the State of North Carolina, without regard to conflict of laws' provisions.

Customer's Full Name	Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina
Customer's Federal Tax ID	By
By	Typed or Printed Name of Person Signing
Typed or Printed Name of Person Signing	Title
Title	
Mail Bill To:	Initial Billing Period Shall Commence On But not later than ninety (90) days after: 1) the date specified in Paragraph First or 2) the date the facilities are made available to the Customer

Premise ID:
Account Number

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective 01-01-11.
This Filing Effective 01-01-18.

CUSTOMER'S PRIVATE UNDERGROUND
SERVICE CONNECTION AGREEMENT

This Agreement, made this ____ day of _____, 20 __, between the Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina, a Virginia Corporation (hereinafter called the Company), and _____ (hereinafter called the Applicant).

WITNESSETH: The Applicant requests the Company to furnish electricity from the Company's electric facilities to the premises of the Applicant located at _____, through an underground service connection in accordance with the Company's regular published schedules of Rates and Terms and Conditions for Supplying Electricity which are on file with the North Carolina Utilities Commission. The conditions of service are set forth herein.

The Applicant agrees as follows:

1. To make all arrangements and furnish without cost to the Company, all permits and rights-of-way necessary to connect the Company's lines to the Applicant's underground service.
2. To furnish, install, own and maintain, at his/her sole cost and expense, all the wires, cables, and equipment necessary for the underground service connection from the Company's lines to the Applicant's wiring in his/her building, in accordance with the requirements of the Company, the recommendations and rules of the National Electrical Code, and the requirements of the State and/or local authorities having jurisdiction.

(Continued)

CUSTOMER'S PRIVATE UNDERGROUND
SERVICE CONNECTION AGREEMENT

3. Upon ten (10) days' written notice from the Company, the Applicant shall remove or relocate at his/her sole cost and expense, the said underground service connection because of any change or changes in the Company's facilities. In the event that the Applicant fails or refuses to remove or relocate such service connection, the Company, after such notice, may discontinue the supply of electricity and remove the Applicant's attachments without incurring any liability.
4. To operate and maintain said underground service connection in accordance with the Company's rules and regulations. The Company shall have the right to discontinue the supply of electricity after first notifying the Applicant of its intention to do so in the event that the said underground service is not operated and maintained satisfactorily to the Company.
5. That the Company's metering equipment and devices may be installed upon the Applicant's premises, and that the electricity to be furnished by the Company shall become the property and liability of the Applicant at the point where connection is made on the Company's system.
6. This agreement shall inure to the benefit of and be binding upon the heirs, successors, or assigns of each of the parties hereto.
7. To pay to the Company, in addition to all other payments for electricity and service, any permit attachment or rights-of-way charge or annual rental resulting from the said underground service connection.

(Continued)

CUSTOMER'S PRIVATE UNDERGROUND
SERVICE CONNECTION AGREEMENT

8. The electricity supplied to the Applicant by the Company will be _____ phase, _____ wire at approximately _____ volts and 60 cycles. The Company shall not be obligated to make any change in these service characteristics at Company expense.

Firm Name
(Customer's full name here)

By

Title

Virginia Electric and Power Company, d/b/a
Dominion Energy North Carolina

By

Title

Date

Clean
Rate Schedules

Schedule 1
RESIDENTIAL SERVICE

I. APPLICABILITY

This schedule is applicable to the separately metered and billed supply of alternating current electricity to any Customer for use in and about (a) a single-family residence, flat or apartment, or (b) a combination farm and one occupied single-family residence, flat or apartment, or (c) a private residence used as a boarding and/or rooming house with no more than one cooking installation nor more than ten bedrooms or (d) a “family care home” as defined in Chapter 168, Section 21(1) of the General Statutes of North Carolina.

A combination residence and farm, having more than one single-family residence, flat or apartment served electricity through a single meter, that was being billed under this schedule prior to August 1, 1971, may continue to be supplied electricity under this schedule provided each such dwelling unit is occupied by the owner or by a tenant working on the farm. Such multiple-residence farms connected on and after August 1, 1971, shall not be served under this schedule.

This schedule is not applicable to (a) individual motors rated over 15 HP, (b) commercial use as in hotels, public inns, motels, auto courts, tourist courts, tourist camps, or trailer camps, or (c) separately metered service to accessory buildings or equipment on residential property that are not themselves intended or suitable for residence.

II. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge \$10.40 per billing month

B. Plus Energy Charge

1. For billing months of June through September:
All kWh @ 10.589¢ per kWh
2. For billing months of October through May:
All kWh @ 9.174¢ per kWh

The energy charges in this schedule contain a base fuel cost of 2.095 cents per kilowatthour.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
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Schedule 1
RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

- C. The energy charges in II.B. above shall be increased or decreased by any applicable Riders.
- D. Effective January 1, 2011, the reduction associated with Energy Conservation Standards is closed, and the 5% discount to the charges in Paragraphs II.B. and II.C. will be available only to those Customers who were receiving the discount as of the closure date and only at the location where service was being provided at the time of closure.
- E. The minimum charge shall be the Basic Customer Charge in II.A. above.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatthours and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two; the number of kWh specified in each block of the Monthly Rate shall be multiplied by two before the rates per kWh are applied to the usage for the bimonthly period; and the minimum charge shall be the modified Basic Customer Charge.

V. TERM OF CONTRACT

Open order.

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 1DF
DUAL FUEL SERVICE
RESIDENTIAL

I. APPLICABILITY AND AVAILABILITY

This schedule is applicable to separately metered service to an electric heat pump compressor for use for space heating and cooling, provided the Customer purchases electricity for all other residential purposes at the same location in accordance with the provisions of Schedule 1 - Residential Service. This schedule is not applicable for heat pump installations using natural gas as the auxiliary or supplemental heat source, unless the heat pump installation was being served under this schedule prior to November 30, 1989.

Effective January 1, 2011, this schedule is closed and is only available to those Customers receiving service under this schedule on December 31, 2010, or to those Customers who had submitted a written request to the Company on or before December 31, 2010, for service in accordance with this schedule. Service shall only be available at the location where service was being provided at the time of closure.

II. CUSTOMER'S RESPONSIBILITY

- A. The Customer agrees to install a residential electric heat pump wired so that the compressor (outdoor unit) can be separately metered.
- B. Electric heat pumps must meet the applicable Energy Saver Home Plus equipment efficiency standards in effect at the time of installation or replacement.
- C. The primary source of space heating will be the heat pump compressor and a non-electrical heat source such as oil, propane gas, or wood will supply all auxiliary or supplemental heat.
- D. When the inside or outside temperature is at or below a mutually agreed upon level, the heat pump compressor operation will be automatically discontinued through the use of controls installed by the Customer and approved by the Company, and all residential space heat will be supplied by a non-electrical heat source. As an alternative to automatic controls installed by the Customer, at the Company's option, remote load control of the heat pump compressor may be provided by the Company.
- E. No auxiliary electrical resistance heat may be installed permanently or temporarily.

(Continued)

Filed 03-07-19
Electric-North CarolinaSuperseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 1DF
DUAL FUEL SERVICE
RESIDENTIAL

(Continued)

II. CUSTOMER'S RESPONSIBILITY (Continued)

- F. The Customer will allow the Company the right to inspect the heat pump installation at all reasonable times and to install demand metering on the heat pump service and the Customer's normal residential service as circumstances require.

III. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge \$3.60 per billing month

B. Plus Energy Charge

1. For the billing months of April through October of each year, consumption under the provisions of this schedule will be billed as if all usage at this location were recorded on one meter at the rates applicable for this period in Schedule 1 - Residential Service.
2. For the billing months of November through March of each year:
All kWh @ 5.265¢ per kWh.

The energy charges in this schedule contain a base fuel cost of 2.095 cents per kilowatthour.

- C. The energy charges in III.B., above, shall be increased or decreased by any applicable Riders.
- D. The minimum charge shall be the Basic Customer Charge in III.A., above.

IV. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatthours and bills rendered accordingly.
- B. The electricity supplied to the compressor (outdoor unit) for each house or apartment will be metered separately and billed in accordance with this schedule as a separate item on the Customer's Residential Service bill.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 1DF
DUAL FUEL SERVICE
RESIDENTIAL

(Continued)

IV. METER READING AND BILLING (Continued)

- C. The Company at all reasonable times shall have the right of ingress to and egress from the premises of the Customer for periodic inspections subsequent to the initial inspection of the space heating equipment and controls.

V. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1 percent per month, based on the unpaid balance will be added to the current bill.

VI. TERM OF CONTRACT

Open order.

Schedule 1P
RESIDENTIAL SERVICE

I. APPLICABILITY

This schedule is applicable to separately metered and billed supply of alternating current electricity for use in a single-family residence or "family care home" as defined in Chapter 168, Section 21(1) of the General Statutes of North Carolina.

This schedule is not applicable to (a) individual motors rated over 15 HP, (b) commercial use, or (c) separately metered service to accessory buildings or equipment on residential property that are not themselves intended or suitable for residence.

A customer who discontinues service under this schedule after less than one year of service may not be served under this schedule or under Schedule 1T within one year of such discontinuation of service.

II. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge \$15.55 per billing month

B. Plus kW Demand Charge

1. For summer billing months of June through

September:

All on-peak kW of demand @ \$ 9.174 per kW

2. For base billing months of October through May:

All on-peak kW of demand @ \$ 5.371 per kW

C. Plus Energy Charge

All on-peak kWh @ 6.607¢ per kWh

All off-peak kWh @ 4.632¢ per kWh

The energy charges in this schedule contain a base fuel cost of 2.095 cents per kilowatthour.

D. The energy charges in II.C., above, shall be increased or decreased by any applicable Riders.

E. Effective January 1, 2011, the reduction associated with Energy Conservation Standards is closed, and the 5% discount to the charges in Paragraphs II.B., C., and D. will be available only to those Customers who were receiving the discount as of the closure date and only at the location where service was being provided at the time of closure.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 1P
RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

F. The minimum charge shall be the Basic Customer Charge in II.A., above.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF DEMAND

The kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the on-peak hours of the current billing month.

V. DETERMINATION OF ON-PEAK AND OFF PEAK HOURS

A. On-Peak Hours (Except Certain Holidays)

1. For the period of June 1 through September 30:
1 P.M. to 9 P.M., Monday through Friday
2. For the period of October 1 through May 31:
6:30 A.M. to 12 noon and 5 P.M. to 9 P.M., Monday through Friday

B. Off-Peak Hours

1. Off-peak hours are defined as all hours other than those listed in Paragraph V.A., above.
2. The following holidays are observed as off-peak: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve and Christmas Day.

VI. METER READING AND BILLING

Meters may be read in units of 10 kilowatthours and nearest 0.1 kilowatt and bills rendered accordingly.

VII. TERM OF CONTRACT

Open order.

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 1T
RESIDENTIAL SERVICE

I. APPLICABILITY

This schedule is applicable to separately metered and billed supply of alternating current electricity for use in a single-family residence or "family care home" as defined in Chapter 168, Section 21(1) of the General Statutes of North Carolina.

This schedule is not applicable to (a) individual motors rated over 15 HP, (b) commercial use, or (c) separately metered service to accessory buildings or equipment on residential property that are not themselves intended or suitable for residence.

A customer who discontinues service under this schedule after less than one year of service may not be served under this schedule or under Schedule 1P within one year of such discontinuation of service.

II. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge \$14.75 per billing month

B. Plus Energy Charge

1. For summer billing months of June through September:

All on-peak kWh @ 22.487¢ per kWh

All off-peak kWh @ 5.380¢ per kWh

2. For base billing months of October through May:

All on-peak kWh @ 18.688¢ per kWh

All off-peak kWh @ 4.917¢ per kWh

The energy charges in this schedule contain a base fuel cost of 2.095 cents per kilowatthour.

C. The energy charges in II.B., above, shall be increased or decreased by any applicable Riders.

D. Effective January 1, 2011, the reduction associated with Energy Conservation Standards is closed, and the 5% discount to the charges in Paragraphs II.B. and II.C. will be available only to those Customers who were receiving the discount as of the closure date and only at the location where service was being provided at the time of closure.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 1T
RESIDENTIAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

E. The minimum charge shall be the Basic Customer Charge in II.A., above.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

A. On-peak hours (Except Certain Holidays)

1. For the period of June 1 through September 30:
1 P.M. to 9 P.M., Monday through Friday
2. For the period of October 1 through May 31:
6:30 A.M. to 12 noon and 5 P.M. to 9 P.M., Monday through Friday

B. Off-peak hours

1. Off-peak hours are defined as all hours other than those listed in Paragraph IV.A. above.
2. The following holidays are observed as off-peak: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving, (Thursday and Friday), Christmas Eve and Christmas Day.

V. METER READING AND BILLING

Meters may be read in units of 10 kilowatthours and bills rendered accordingly.

VI. TERM OF CONTRACT

Open order.

Schedule 1W
TIME-CONTROLLED STORAGE WATER HEATING
OR STORAGE SPACE HEATING
RESIDENTIAL

I. APPLICABILITY

- A. This schedule is applicable to residential time-controlled electric storage water heating. The water heater should be 240 Volts, quick recovery, with a minimum tank size of 30 gallons and a minimum temperature setting of 140°F. A water heater insulation wrap is not required but is strongly encouraged. Any other type, design, and size of tank, the size and number of heater units, and the method of operation must be approved by the Company.
- B. This schedule is also applicable to residential time-controlled electric storage space heating. The type, design, capacity and method of control and operation must be approved by and may be inspected by the Company.
- C. Under this schedule, the Customer must also purchase electricity for other purposes at this location, in accordance with a Residential Service Schedule.

II. MONTHLY RATE

- A. Basic Customer Charge
Basic Customer Charge \$4.63 per billing month
- B. Plus Energy Charge
All kWh @ 4.442¢ per kWh

The energy charge in this schedule contains a base fuel cost of 2.095 cents per kilowatthour.

- C. The energy charge in II.B., above, shall be increased or decreased by any applicable Riders.
- D. The minimum charge shall be the Basic Customer Charge in II. A., above.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 1W
TIME-CONTROLLED STORAGE WATER HEATING
OR STORAGE SPACE HEATING
RESIDENTIAL

(Continued)

III. SERVICE APPLICABLE

Separately metered time-controlled service will be available to electric water heaters and electric storage space heaters meeting the requirements of Paragraph I. The time-control device will be provided by the Company and it will be set for the water heater or storage space heater not to operate from 6:30 A.M. to 11:00 A.M., E.S.T. and 12:30 P.M. to 8:30 P.M., E.S.T. (7:30 A.M. to 12:00 noon, E.D.T. and from 1:30 P.M. to 9:30 P.M., E.D.T.), Monday through Friday, and allow the water heater or storage space heater to operate all other hours including all hours on Saturday and Sunday.

IV. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

V. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatthours and bills rendered accordingly.
- B. The electricity supplied to electric storage water or space heating equipment in each house or apartment will be metered separately and billed in accordance with this schedule as a separate item on the Customer's Residential Service bill.

VI. TERM OF CONTRACT

Open order.

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 5
SMALL GENERAL SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any nonresidential Customer. This schedule is not applicable for breakdown, relay, or parallel operation service.

II. MONTHLY RATE

A. Basic Customer Charge

Basic Customer Charge \$18.77 per billing month

B. Plus kW Demand Charge

First 100 kW or less Included in kWh Charge

All kW over 100 @ \$3.43 per kW

C. Plus Energy Charge

1. For billing months of June through September:

First 800 kWh @ 9.367¢ per kWh

Next 2200 kWh* @ 9.297¢ per kWh

Additional kWh @ 7.211¢ per kWh

2. For billing months of October through May:

First 800 kWh @ 8.623¢ per kWh

Next 2200 kWh* @ 8.554¢ per kWh

Additional kWh @ 6.483¢ per kWh

*Add 200 kWh for each kW of demand over 10 through 30 kW, and add 100 kWh for each kW of demand over 30 kW.

The energy charges in this schedule contain a base fuel cost of 2.093 cents per kilowatthour.

D. The energy charges in II.C., above, shall be increased or decreased by any applicable Riders.

E. The Minimum Charge shall be determined as the highest of the following amounts, and as may be increased or decreased by any applicable Riders:

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 5
SMALL GENERAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

1. The Basic Customer Charge in Paragraph II.A.;
2. The kW of Demand determined under Paragraph IV. of this Rate Schedule, multiplied by \$5.66 per kW for the billing months of June through September or \$2.33 per kW for the billing months of October through May;
3. Any Contract Minimum Dollar amount provided for in the Agreement for the Purchase of Electricity executed between the Company and the Customer.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF DEMAND

When a demand meter is present and when the use of electricity exceeds 3,000 kWh for any billing month or has exceeded 3,000 kWh for any billing month during the preceding eleven months, the kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month. When a Customer transfers from another schedule to this schedule, the use of electricity under the former schedule will be used to determine the applicability of the demand provisions of this schedule.

V. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatthours and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two; the number of kWh specified in each block of the Monthly Rate shall be multiplied by two before the rates per kWh are applied to the usage for the bimonthly period; the Demand Charge for all kW in excess of 100 kW shall be multiplied by two; and the Minimum Charge, excluding all applicable Riders, shall be multiplied by two. All applicable Riders shall be added to such modified Minimum Charge.

(Continued)

Filed 03-07-19
Electric-North CarolinaSuperseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 5
SMALL GENERAL SERVICE

(Continued)

VI. TERM OF CONTRACT

Open order, unless the Customer or the Company requests a written contract. In such case, the term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but not less than one year.

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 5C
COTTON GIN SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any Customer electing service hereunder for service to a cotton gin.

II. MONTHLY RATE

- A. Basic Customer Charge
Basic Customer Charge \$22.20 per billing month

- B. Plus Energy Charges
1. First 800 kWh @ 9.352¢ per kWh
 2. Additional kWh @ 7.984¢ per kWh

The energy charges in this schedule contain a base fuel cost of 2.093 cents per kilowatthour.

- C. The energy charges in II.B., above, shall be increased or decreased by any applicable Riders.
- D. The minimum charge shall be such as may be contracted for but not less than the Basic Customer Charge. The minimum charge shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance will be added to the current bill.

IV. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatthours and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two and the minimum charge shall be the modified Basic Customer Charge.

V. TERM OF CONTRACT

Open order, unless the Customer or Company requests a written contract. In such case, the term of the contract for the purchase of electricity under this schedule shall be mutually agreed upon, but not less than one year.

Schedule 5P
SMALL GENERAL SERVICE

I. APPLICABILITY

Service under this schedule is available to nonresidential Customers requiring permanent service, and requiring less than 500 kW of demand as determined by actual measurement or by estimation based on connected load. If the Customer equals or exceeds 500 kW during the current billing month, this schedule will not be available to the Customer for the succeeding twelve (12) billing months.

Any Customer receiving service under this schedule prior to March 9, 1983, may continue to be served under this schedule without a demand restriction until such time as service is terminated or service is elected under another applicable schedule.

II. MONTHLY RATE

A. Basic Customer Charge

1. Single-phase services sized at 200 amperes or less -
Basic Customer Charge \$23.68 per billing month
2. All other services
Basic Customer Charge \$79.20 per billing month

B. Plus Power Supply Demand Charge

1. For summer billing months of June through September:
All on-peak kW of power supply demand @ \$9.786 per kW
2. For base billing months of October through May:
All on-peak kW of power supply demand @ \$7.245 per kW

C. Plus Distribution Demand Charge

All kW of distribution billing demand @ \$1.880 per kW

D. Plus Energy Charge

All on-peak kWh @ 5.529¢ per kWh
All off-peak kWh @ 4.008¢ per kWh

The energy charges in this schedule contain a base fuel cost of 2.093 cents per kilowatthour.

- E. The energy charges in II. D., above, shall be increased or decreased by any applicable Riders.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 5P
SMALL GENERAL SERVICE

(Continued)

II. MONTHLY RATE (Continued)

- F. The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A., B., and C., above. The minimum charge shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF POWER SUPPLY DEMAND

The kW of on-peak demand to be billed under II.B., above, will be determined as the highest average kW load measured in any 30-minute interval during the on-peak hours of the current billing month.

V. DETERMINATION OF POWER SUPPLY DEMAND ON-PEAK HOURS

On-Peak Hours (Except Certain Holidays)

- A. For the period of June 1 through September 30:
10 A.M. to 10 P.M., Monday through Friday.
- B. For the period of October 1 through May 31:
6 A.M. to 12 Noon and 5 P.M. to 10 P.M., Monday through Friday.

VI. DETERMINATION OF ENERGY ON-PEAK HOURS

On-Peak Hours (Except Certain Holidays)

- A. For the period of June 1 through September 30:
10 A.M. to 10 P.M., Monday through Friday
- B. For the period of October 1, through May 31:
6 A.M. to 10 P.M., Monday through Friday

(Continued)

Filed 03-07-19
Electric-North Carolina

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On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 5P
SMALL GENERAL SERVICE

(Continued)

VII. DETERMINATION OF POWER SUPPLY DEMAND AND ENERGY OFF-PEAK HOURS

- A. Power Supply Demand off-peak hours are defined as all hours other than those listed in Paragraph V., above.
- B. Energy off-peak hours are defined as all hours other than those listed in Paragraph VI., above.
- C. The following holidays are observed as off-peak for Power Supply Demand and Energy: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve and Christmas.

VIII. DETERMINATION OF DISTRIBUTION DEMAND

- A. The distribution demand billed under II.C. shall be the higher of:
 - 1. The highest average kW measured at the location during any 30-minute interval of the current billing month, or
 - 2. The contract demand.
- B. The minimum distribution demand will be such as may be contracted for. However, when the Customer's power factor during the current billing month is less than 85 percent, the Company may render billing based on a distribution demand of not less than 85 percent of the Customer's peak kVA demand during the current billing month.

IX. METER READING AND BILLING

Meters may be read in units of 10 kilowatthours and nearest 0.1 kilowatt and bills rendered accordingly.

X. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60 Hertz alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

(Continued)

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Electric-North Carolina

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Schedule 5P
SMALL GENERAL SERVICE

(Continued)

XI. STANDBY, MAINTENANCE, OR PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) and requiring standby, maintenance, or parallel operation and/or interconnection service, may elect service under this schedule provided the Customer contracts for the maximum kW which the Company is to supply. Standby, maintenance, or parallel operation and/or interconnection service is subject to the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- B. In case the maximum measured kW demand, or 85% of any kVA demand measured, exceeds the contract demand, the contract demand shall be increased by such excess demand.
- C. The demand billed under II.C. shall be the contract demand.
- D. A contract demand pursuant to this Paragraph XI. shall not be required for non-residential Customer-Generators who net meter in accordance with Section XXV of the Company's Terms and Conditions and whose Generating Facility has a capacity of no more than 100 kW.

XII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but for not less than one year. A written agreement may be required as the Company or Customer from time to time may deem necessary.

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On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any customer who contracts for the supply of 500 kW of demand or greater. Under this schedule, the Customer shall curtail to a specified firm demand upon Company request.

II. 30-DAY RATE

- A. Basic Customer Charge
Basic Customer Charge \$154.64 per billing month
- B. Plus Contract Demand Charge
 - 1. Primary Service
All kW of Contract Demand @ \$1.497 per kW
 - 2. Secondary Service
All kW of Contract Demand @ \$2.000 per kW
- C. Plus Summer/Winter Firm Demand Charge
All kW of Summer/Winter Firm Demand @ \$4.650 per kW
- D. Plus Energy Charge
All kWh @ 5.642¢ per kWh
- E. The energy charges in this schedule contain a base fuel cost of 2.079 cents per kilowatthour.
- F. The energy charges in II.D. above, shall be increased or decreased by any applicable Riders.
- G. The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A., B., and C., above. The minimum charge shall be increased or decreased by any applicable Riders.

(Continued)

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Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

(Continued)

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF PEAK DEMAND AND CONTRACT DEMAND

- A. The Company may install metering equipment necessary to determine both the average kW demand during a 30-minute interval and the average kVA demand during a 30-minute interval. The Peak Demand for the current billing month shall be the higher of:
1. The highest average kW demand measured during the current billing month, or
 2. 85% of the highest average kVA demand measured during the current billing month.

Any reactive demand resulting from a Company request shall not be considered in the determination of Peak Demand.

- B. The Contract Demand shall be the maximum demand the Company is to supply at any time, but not less than 500 kW, nor less than the highest kW demand at this location during the 12 billing months prior to the effective date of the contract.

In the event that the Peak Demand determined for the current billing month exceeds the Contract Demand, the Contract Demand shall be increased by such excess demand. Where the service voltage is equal to or greater than 2,000 Volts, the Contract Demand will be billed at the charge in Paragraph II.B.1., above. Where the service voltage is less than 2,000 Volts, the Contract Demand will be billed at the charge in Paragraph II.B.2., above.

V. NOTIFICATION AND CURTAILMENT PROVISIONS

- A. Curtailments may be requested by the Company only from May 16 through September 30 (Summer) and from December 1 through March 31 (Winter). During the Summer, the potential curtailment period is from 2 P.M. to 9 P.M.

During the Winter, the potential curtailment periods are from 6 A.M. to 11 A.M., and from 5 P.M. to 10 P.M. For each calendar year, the total number of curtailments shall be limited to 13 curtailments during the Winter and 19 curtailments during the Summer.

(Continued)

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Electric-North Carolina

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On and After 01-01-17. This Filing
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Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

(Continued)

V. NOTIFICATION AND CURTAILMENT PROVISIONS (Continued)

- B. When notification of requested curtailment is provided at a time other than during a potential curtailment period, the Customer shall reduce load to the applicable Summer/Winter Firm Demand within 30 minutes of receiving notification, or at the beginning of the next potential curtailment period, whichever occurs later. When notification of requested curtailment is provided during a potential curtailment period, the Customer shall reduce load to the applicable Summer/Winter Firm Demand within 30 minutes of receiving notification. The Customer shall remain at or below the firm level until notification by the Company or until the end of the potential curtailment period, whichever occurs first.
- C. Primary notification shall be through telecommunication equipment provided by the Company. The Customer shall arrange for telephone service, at the Customer's expense, dedicated solely to such equipment. A secondary notification procedure shall be established which is mutually agreeable to the Customer and the Company.

VI. DETERMINATION OF SUMMER/WINTER FIRM DEMAND

- A. Summer Firm Demand is the maximum demand the Company agrees to supply during curtailment periods of the Summer season. Summer Firm Demand shall be billed under Paragraph II.C. during the billing months of May through October. The customer shall specify in writing the Summer Firm Demand prior to the beginning of the April billing month of each year. The Customer may increase the Summer Firm Demand upon 30 days written notice, subject to rebilling beginning with the most recent May billing month. Such rebilling shall not alter any previously applied penalty charge for failure to curtail.
- B. Winter Firm Demand is the maximum demand the Company agrees to supply during curtailment periods of the Winter season. Winter Firm Demand shall be billed under Paragraph II.C. during the billing months of November through April. The Customer shall specify in writing the Winter Firm Demand prior to the beginning of the October billing month of each year. The Customer may increase the Winter Firm Demand upon 30 days written notice, subject to rebilling beginning with the most recent November billing month. Such rebilling shall not alter any previously applied penalty charge for failure to curtail.

(Continued)

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Electric-North Carolina

Superseding Filing Effective For Usage
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Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

(Continued)

VII. BILLING FOR FAILURE TO CURTAIL

The Company shall determine the highest average kW measured in any 30-minute interval of each curtailment period. For each curtailment period during the Summer, the Customer shall be billed \$27.90 times any demand in excess of the Summer Firm Demand. For each curtailment period during the Winter, the Customer shall be billed \$27.90 times any demand in excess of the Winter Firm Demand. Each season the Customer may request by letter that one period of Company requested curtailment be ignored in the determination of curtailment compliance. Such request shall be made within 10 days of the billing date for the billing month during which the specific Company requested curtailment was made.

VIII. METER READING AND BILLING

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Contract Demand Charge, the Summer/Winter Firm Demand Charge, the penalty charge in Paragraph VII., and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

IX. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60-Hertz alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

X. PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) in parallel with the Company's facilities, may elect service under this schedule provided that the Customer's interconnection with the Company's facilities shall be made in accordance with the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV.

(Continued)

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Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 6C
LARGE GENERAL SERVICE - CURTAILABLE

(Continued)

X. PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE (Continued)

B. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.

XI. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be in multiples of one year, continuing thereafter for one-year terms, unless either party provides sixty days written notice of termination prior to the end of any term.

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On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 6L
LARGE GENERAL SERVICE, INDUSTRIAL

I. AVAILABILITY AND APPLICABILITY

Service under this schedule is available to nonresidential Customers (a) who received service from the Company in accordance with Rate Schedule 6C, 6P, 10, or 6VP immediately prior to the Customer's effective date for service under this schedule; and (b) whose actual peak measured average 30-minute interval demand reached or exceeded 3,000 kW during at least three billing months within the current and previous 11 consecutive billing months, occurring immediately prior to the Customer's effective date for service under this schedule.

Discontinuance of service under this schedule shall be in accordance with Paragraph X of this schedule. This schedule is not applicable to temporary service.

II. 30-DAY RATE

- A. Basic Customer Charge
Basic Customer Charge \$78.07 per billing month
- B. Plus Power Supply Demand Charge
All kW of on-peak power supply billing demand @ \$19.206 per kW
- C. Plus Distribution Contract Demand Charge
 - 1. Primary Service
All kW of distribution contract billing demand @ \$0.994 per kW
 - 2. Secondary Service
All kW of distribution contract billing demand @ \$1.492 per kW
- D. Plus Energy Charge
 - All on-peak kWh @ 2.583¢ per kWh
 - All off-peak kWh @ 2.421¢ per kWh

The energy charges in this schedule contain a base fuel cost of 2.079 cents per kilowatthour.

- E. The energy charges in Paragraph II.D., above, shall be increased or decreased by any applicable Riders.
- F. The minimum charge shall be as may be contracted for, but not less than the sum of the charges in Paragraphs II.A., II.B., and II.C., above. The minimum charge shall be increased or decreased by any applicable Riders.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 6L
LARGE GENERAL SERVICE, INDUSTRIAL

(Continued)

III. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

The following on-peak and off-peak hours are applicable to the billing of all charges stated in this schedule.

A. On-peak hours are as follows:

1. For the period of June 1 through September 30, 10 a.m. to 10 p.m.
2. For the period of October 1 through May 31, 7 a.m. to 10 p.m.

B. All hours not specified in Paragraph III.A., above, are off-peak.

IV. DETERMINATION OF POWER SUPPLY DEMAND

The kW of demand billed under Paragraph II.B., above, shall be the highest of:

- A. The highest average kW measured in any 30-minute interval of the current billing month during the on-peak hours;
- B. 75% percent of the highest kW of demand at this location as determined under Paragraph IV.A., above, during the billing months of June through September of the preceding 11 billing months;
- C. 1,000 kW.

V. DETERMINATION OF DISTRIBUTION PEAK DEMAND AND DISTRIBUTION CONTRACT DEMAND

- A. The Company may install metering equipment necessary to determine both the average kW demand during a 30-minute interval and the average kVA demand during a 30-minute interval. The Distribution Peak Demand for the current billing month shall be the higher of:
 1. The highest average kW demand measured during the current billing month; or
 2. 85% of the highest average kVA demand measured during the current billing month.

(Continued)

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Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 6L
LARGE GENERAL SERVICE, INDUSTRIAL

(Continued)

V. DETERMINATION OF DISTRIBUTION PEAK DEMAND AND DISTRIBUTION CONTRACT DEMAND (Continued)

- B. The Distribution Contract Demand billed under Paragraph II.C., above, shall be the maximum demand the Company is to supply, but not less than 3,000 kW. In the event that the Distribution Peak Demand determined for the current billing month exceeds the Distribution Contract Demand, the Distribution Contract Demand shall be increased by such excess demand.
- C. Where the service voltage is equal to or greater than 2,000 Volts, the Distribution Contract Demand will be billed at the charge in Paragraph II.C.1., above. Where the service voltage is less than 2,000 Volts, the Distribution Contract Demand will be billed at the charge in Paragraph II.C.2., above. The Distribution Contract Demand shall be billed only where the service voltage is less than 69 kV.

VI. METER READING AND BILLING

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Power Supply Demand Charge, the Distribution Contract Demand Charge, and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

VII. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

VIII. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60-Hertz alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

(Continued)

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On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 6L
LARGE GENERAL SERVICE, INDUSTRIAL

(Continued)

IX. STANDBY, MAINTENANCE, OR PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) and requiring standby, maintenance, or parallel operation and/or interconnection service, may elect service under this schedule provided the Customer contracts for the maximum kW which the Company is to supply, but not less than 3,000 kW. Standby, maintenance, or parallel operation and/or interconnection service is subject to the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- B. In case the maximum measured kW demand, or 85% of any kVA demand measured, exceeds the contract demand, the contract demand shall be increased by such excess demand.
- C. The demand billed under Paragraph II.C. shall be the contract demand.
- D. A contract demand pursuant to this Paragraph IX. shall not be required for non-residential Customer-Generators who net meter in accordance with Section XXV of the Company's Terms and Conditions and whose Generating Facility has a capacity of no more than 100 kW.

X. TERM OF CONTRACT

The contract shall be open order unless (a) parallel operation service is provided, or (b) the Customer or the Company requests a written contract. In such case, the term of contract for the purchase of electricity under this schedule shall be as mutually agreed upon, but for not less than one year.

Schedule 6P
LARGE GENERAL SERVICE

I. APPLICABILITY

Service under this schedule is available to nonresidential Customers who require permanent service and who do not qualify for service under Schedule 5P.

II. 30-DAY RATE

- A. Basic Customer Charge
Basic Customer Charge \$78.07 per billing month
- B. Plus Power Supply Demand Charge
All kW of on-peak power supply
billing demand @ \$14.129 per kW
- C. Plus Distribution Demand Charge
 - 1. Primary Service
All kW of distribution billing demand @ \$1.022 per kW
 - 2. Secondary Service
All kW of distribution billing demand @ \$1.526 per kW
- D. Plus rkVA Demand Charge
All rkVA of Demand @ \$0.187 per rkVA
- E. Plus Energy Charge
All on-peak kWh @ 4.102¢ per kWh
All off-peak kWh @ 3.454¢ per kWh

The energy charges in this schedule contain a base fuel cost of 2.079 cents per kilowatthour.
- F. The energy charges in II.E., above, shall be increased or decreased by any applicable Riders.
- G. The minimum charge shall be such as may be contracted for, but not less than the sum of the charges in A., B., C. and D., above. The minimum charge shall be increased or decreased by any applicable Riders.

(Continued)

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Schedule 6P
LARGE GENERAL SERVICE

(Continued)

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF POWER SUPPLY DEMAND

The kW of Power Supply Demand to be billed under II.B., above, shall be the higher of:

- A. The highest average kW load measured in any 30-minute interval during the on-peak hours of the current billing month, or
- B. The average demand for the billing month as determined by dividing the kWh by the product of 24 and the number of days in the billing month.

V. DETERMINATION OF DISTRIBUTION DEMAND

- A. Where the service voltage is equal to or greater than 2,000 Volts, Distribution Demand will be billed at the charge in Paragraph II.C.1., above. Where the service voltage is less than 2,000 Volts, the Distribution Demand will be billed at the charge in Paragraph II.C.2., above.
- B. The Distribution Demand billed under II.C., above, shall be such as may be contracted for, but not be less than the higher of:
 - 1. The highest average kW measured at the location during any 30-minute interval of the current billing month, or
 - 2. 500 kW.
- C. The minimum Distribution Demand will be such as may be contracted for. However, when the Customer's power factor during the current billing month is less than 85 percent, the Company may render billing based on a Distribution Demand of not less than 85 percent of the Customer's peak kVA demand during the current billing month.

(Continued)

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Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 6P
LARGE GENERAL SERVICE

(Continued)

VI. DETERMINATION OF RKVA DEMAND

The rkVA demand shall be billed only when the Distribution Demand is 1,000 kW or greater. The rkVA of demand billed shall be the highest average rkVA measured in any 30-minute interval during the current billing month.

VII. DETERMINATION OF POWER SUPPLY DEMAND ON-PEAK HOURS

On-Peak Hours (Except Certain Holidays)

- A. For the period of June 1 through September 30: 10 A.M. to 10 P.M., Monday through Friday.
- B. For the period of October 1 through May 31: 6 A.M. to 12 NOON and 5 P.M. to 10 P.M., Monday through Friday.

VIII. DETERMINATION OF ENERGY ON-PEAK HOURS

On-Peak Hours (Except Certain Holidays)

- A. For the period of June 1 through September 30: 10 A.M. to 10 P.M., Monday through Friday.
- B. For the period of October 1 through May 31: 6 A.M. to 10 P.M., Monday through Friday.

IX. DETERMINATION OF POWER SUPPLY DEMAND AND ENERGY OFF-PEAK HOURS

- A. Power Supply Demand off-peak hours are defined as all hours other than those listed in Paragraph VII., above.
- B. Energy Off-peak hours are defined as all hours other than those listed in Paragraph VIII., above.
- C. The following holidays are observed as off-peak for Power Supply Demand and Energy: New Year's Day, Good Friday, Memorial Day (observed), July 4, Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve and Christmas Day.

(Continued)

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Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 6P
LARGE GENERAL SERVICE

(Continued)

X. METER READING AND BILLING

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Power Supply Demand Charge, the Distribution Demand Charge, the rkVA Demand Charge, and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

XI. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60-Hertz alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

XII. STANDBY, MAINTENANCE, OR PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) and requiring standby, maintenance, or parallel operation and/or interconnection service, may elect service under this schedule provided the Customer contracts for the maximum kW which the Company is to supply. Standby, maintenance, or parallel operation and/or interconnection service is subject to the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.
- B. In case the maximum measured kW demand, or 85% of any kVA demand measured, exceeds the contract demand, the contract demand shall be increased by such excess demand.
- C. The demand billed under II.C. shall be the contract demand.

(Continued)

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Schedule 6P
LARGE GENERAL SERVICE

(Continued)

XII. STANDBY, MAINTENANCE, OR PARALLEL OPERATION AND/OR
INTERCONNECTION SERVICE (Continued)

- D. A contract demand pursuant to this Paragraph XII. shall not be required for non-residential Customer-Generators who net meter in accordance with Section XXV of the Company's Terms and Conditions and whose Generating Facility has a capacity of no more than 100 kW.

XIII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon but for not less than one year. A written agreement may be required as the Company or Customer from time to time may deem necessary.

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On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 6VP
LARGE GENERAL SERVICE
VARIABLE PRICING

I. APPLICABILITY

This Schedule is applicable, on a voluntary basis, to the supply of 10,000 kW or more to any Customer who has an annual average demand of 5,000 kW or more as determined by dividing the historic annual kWh usage by the number of hours for the year. Should the Customer's annual average demand fall below 5,000 kW, the Customer may continue to be served under this Schedule, provided that the potential exists to average 5,000 kW at the Customer's facility. Otherwise, service under this Schedule shall cease effective with the Customer's anniversary date.

II. 30-DAY RATE

- A. Basic Customer Charge
Basic Customer Charge \$143.87 per billing month

- B. Plus Contract Demand Charge

First 12,000 kW of Contract Demand (included in the Capacity Surcharge)
Additional kW of Contract Demand @ \$0.801 per kW

Where the Customer is served at a voltage below 2 kV, the Contract Demand Charge will be increased by \$0.801 per kW of Contract Demand.

- C. Plus Energy Charge

1. All Base kWh @ 5.034¢ per kWh
2. All Peak kWh will be categorized according to the following table and billed at the rates specified.

(Continued)

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Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
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Schedule 6VP
LARGE GENERAL SERVICE
VARIABLE PRICING

(Continued)

II. 30-DAY RATE (Continued)

For the period May 1 through September 30:

Day Classification	On-Peak Period	On-Peak Rate Per kWh	Off-Peak Rate Per kWh
A	10 a.m.-10 p.m.	12.159¢	5.293¢
B	10 a.m.-10 p.m.	5.652¢	4.263¢
C	6 a.m.-10 p.m.	4.263¢	3.463¢

For the period October 1 through April 30:

Day Classification	On-Peak Period	On-Peak Rate Per kWh	Off-Peak Rate Per kWh
A	6 a.m.- 1 p.m. & 5 p.m.-10 p.m.	12.159¢	5.865¢
B	6 a.m.- 1 p.m. & 5 p.m.-10 p.m.	5.651¢	4.721¢
C	6 a.m.-10 p.m.	4.608¢	3.805¢

(NOTE: Classification A will apply for no more than 28 days during any calendar year, and classification C will apply for no less than 60 days during any calendar year.)

The energy charges in this schedule contain a base fuel cost of 2.043 cents per kilowatthour.

(Continued)

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Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 6VP
LARGE GENERAL SERVICE
VARIABLE PRICING

(Continued)

II. 30-DAY RATE (Continued)

D. Plus Capacity Surcharge (applicable hours only)

All applicable kWh, up to a maximum of 12,000 times the number of applicable hours for the current billing month @ 42.5¢ per kWh

Any additional kWh during applicable hours @ 35.9¢ per kWh

E. The energy charges in II.C., above, shall be increased or decreased by any applicable Riders.

F. Where the Customer is served at a voltage below 2 kV, the charges in Paragraphs II.C. and II.E. will be increased by 2%.

G. The minimum charge shall be such as may be contracted for, but not less than the Basic Customer Charge, plus \$0.801 (\$1.601 for service below 2 kV) per kW of Contract Demand, plus the base fuel cost of 2.043 cents per kWh, and increased or decreased by any applicable Riders

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF CONTRACT DEMAND

The Contract Demand shall be the maximum demand the Company is to supply, but not less than 10,000 kW. Should the highest average kW demand measured during any 30-minute interval of the current billing month, or 85% of the highest average kVA demand measured similarly, exceed the Contract Demand, then the Contract Demand shall be increased by such excess demand.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 6VP
LARGE GENERAL SERVICE
VARIABLE PRICING

(Continued)

V. DETERMINATION OF BASE DEMAND

For each day of the current billing month, the Company will determine the lowest 30-minute average kW demand measured for the day. From the daily minimum demands of the current billing month, the Company will select the highest daily minimum. That value will be compared with the demand values determined similarly for the previous eleven billing months, and from these twelve values, the Base Demand is determined as the minimum of the twelve.

VI. DETERMINATION OF BASE AND PEAK ENERGY

For each 30-minute interval of the current billing month, any energy purchased during that interval, up to 50% of the Base Demand, is determined to be Base kWh, with any additional energy purchased determined to be Peak kWh. (The 50% value relates to the length of the demand interval. Had such interval been 60 minutes, the percentage would have been 100%.)

VII. NOTIFICATION OF DAY CLASSIFICATION

The energy charge day classification for each day will be determined by the Company and will be available via the Internet (at a site to be designated by the Company) by 6 p.m. the preceding day. Should the Company fail to update the Internet site by 6 p.m., the classification shall default to "C."

VIII. APPLICATION / NOTIFICATION OF CAPACITY SURCHARGE RATE

- A. The Capacity Surcharge rate will apply for no more than 150 hours during any calendar year. Typically, such hours will include those hours of requested curtailment in accordance with Schedule 6C. Factors considered by the Company in determining whether or not the Capacity Surcharge rate will apply include, but are not limited to: a) the Company's reserve margin, b) the Company's system load, c) unanticipated high marginal operating costs, d) the year-to-date number of Capacity Surcharge hours already applied, e) whether or not the Company has implemented curtailment under Schedule 6C and/or classified a day as "A" in accordance with Schedule 10. The Company will provide no less than two hour's notice of application of the Capacity Surcharge rate.
- B. A primary and secondary notification procedure shall be established which are mutually agreeable to the Customer and the Company. In the event that such procedures require a dedicated telephone line, such line shall be provided at the Customer's expense.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 6VP
LARGE GENERAL SERVICE
VARIABLE PRICING

(Continued)

IX. METER READING AND BILLING

When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Contract Demand Charge, and the fixed charge components of the minimum charge of the 30-day rate each will be multiplied by the actual number of days in the billing period and divided by 30.

X. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60 cycle alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

XI. PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) in parallel with the Company's facilities, may elect service under this schedule provided that the Customer's interconnection with the Company's facilities shall be made in accordance with the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV.
- B. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.

XII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but for not less than one year, continuing thereafter for additional one-year terms, unless either party provides at least thirty days written notice of termination prior to the end of any term.

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

SCHEDULE SG
STANDBY GENERATOR
EXPERIMENTAL

I. APPLICABILITY

This schedule is applicable as a companion schedule on a voluntary basis to any Customer who: (1) purchases electricity in accordance with Schedule 5, Schedule 5P, Schedule 6P, Schedule 30, or Schedule 42, and (2) has standby generation capacity of 100 kW or greater. Under this schedule the Customer agrees to transfer load normally served by the Company to his standby generation upon Company request. Standby generation is defined as generation installed by the Customer to supply electricity during those times when service is not available from the Company.

Effective July 15, 1997, this schedule is closed and available only to: (1) Customers that are being served on this schedule at their service location as of the closure date, or (2) a Customer that had engaged in written communications with the Company about receiving service under this schedule at its service location prior to May 29, 1997, and service under this schedule is effective no later than December 1, 1997.

II. NOTIFICATION, GENERATION PROVISIONS, AND MONTHLY BILLING TO THE CUSTOMER

- A. Company-owned facilities will be required to meter the output of the Customer's generator. Billing to the Customer shall include a monthly charge of \$132.81 to cover costs associated with metering facilities, meter reading and processing, communication, and administration.
- B. Operation may be requested by the Company only from May 16 through September 30 (Summer) and from December 1 through March 31 (Winter). During the Summer, the potential operation period is from 2 p.m. to 9 p.m. During the Winter, the potential operation periods are from 6 a.m. to 11 a.m., and from 5 p.m. to 10 p.m. For each calendar year, the total number of operation requests shall be limited to 13 during the Winter and 19 during the Summer.
- C. When notification of requested operation is provided at a time other than during a potential operation period, the Customer shall begin operation within two hours, or at the beginning of the next potential operation period, whichever occurs later. When notification of requested operation is provided by the

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-12 On a Permanent Basis. This Filing Effective
For Usage On and After 01-01-18.

SCHEDULE SG
STANDBY GENERATOR
EXPERIMENTAL

(Continued)

II. NOTIFICATION, GENERATION PROVISIONS, AND MONTHLY BILLING TO THE CUSTOMER (Continued)

Company during a potential operation period, the Customer shall begin operation within two hours of receiving notification. The Customer shall continue operation until notification by the Company, or until the end of the potential operation period, whichever occurs first.

- D. Primary notification shall be through telecommunication equipment provided by the Company. The Customer shall arrange for telephone service, at the Customer's expense, dedicated solely to such equipment. A secondary notification procedure shall be established which is mutually agreeable to the Customer and the Company.

III. DETERMINATION OF PAYMENT TO CUSTOMER

- A. For each season the Customer shall contract for the amount of load the standby generation will maintain upon Company requested operation. This amount shall be based on the kW output of the Customer's standby generator, and shall be referred to as the capacity level (CL). Summer CL need not equal Winter CL. Both shall be mutually agreeable to the Customer and the Company, but no greater than the load connected to the Customer's generation, or greater than the maximum historical values previously contracted for at this location.
- B. Payment to the Customer may be made in the form of a deduction from billing to the Customer. During billing months where operation of standby generation is not requested by the Company, the customer shall be paid based on the applicable contracted CL. For all other billing months the Customer shall be paid based on the Average Capacity Generated during Company requests. Average Capacity Generated is defined as the total energy generated during period(s) of Company requested operation during the current billing month, divided by the hours of requested operation during the current billing month. Each season the Customer may request by letter that one period of Company requested operation be ignored in the determination of the Average Capacity

(Continued)

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11-01-12 On a Permanent Basis. This Filing Effective
For Usage On and After 01-01-18.

SCHEDULE SG
STANDBY GENERATOR
EXPERIMENTAL

(Continued)

III. DETERMINATION OF PAYMENT TO CUSTOMER (Continued)

Generated. Such request shall be made within 10 days of the specific Company requested operation. For the billing months of November through April, the Customer shall be paid \$3.32 per kW. For the billing months of May through October, the Customer shall be paid \$6.95 per kW.

- C. When the Average Capacity Generated for any billing month is less than the applicable contracted CL, the applicable contracted CL shall be reduced to the Average Capacity Generated. In the event that contract Summer CL is reduced prior to September 30, the Customer shall reimburse the Company for overpayments during prior billing months where operation was not requested, beginning with the most recent May billing month. In the event that contract Winter CL is reduced prior to March 31, the Customer shall reimburse the Company for overpayments during prior billing months where operation was not requested, beginning with the most recent November billing month. Contract Summer CL may be increased by mutual agreement subsequent to the October billing month but prior to the May billing month. Contract Winter CL may be increased by mutual agreement subsequent to the April billing month but prior to the November billing month.

IV. METERING AND FACILITY INSPECTION

All facilities necessary to meter the Customer's standby generation shall be installed and maintained according to Company specifications. All electrical facilities on the line side of the metering installation shall be subject to inspection by the Company's authorized representative at all reasonable times.

V. METER READING, BILLING, AND PAYMENT

Meters may be read monthly. Billing and payment will be made concurrent with billing under the companion schedule.

VI. TERM OF CONTRACT

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

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage On and After
11-01-12 On a Permanent Basis. This Filing Effective
For Usage On and After 01-01-18.

Schedule 7
ELECTRIC HEATING

I. APPLICABILITY

This schedule is applicable to any general service Customer purchasing alternating current electricity for storage water heating, for clothes drying, or for space heating (but not for process heating), where the Customer also purchases electricity for other purchases at the same location in accordance with a general service schedule; or to those Customer locations where electricity is purchased for water heating only and was served prior to May 1, 1971, on a storage water heating schedule.

This schedule is closed to new applications for service after November 1, 1981. A Customer who was being served under this schedule prior to November 1, 1981, may continue to be served under this schedule until the Customer requests another available schedule.

Where electricity is used for space heating and the same space is cooled by air conditioning equipment that serves no additional space, the air conditioning equipment may be served on this schedule through the same meter.

This schedule is not applicable for any use other than those specified above.

II. MONTHLY RATE

A. Energy Charge

All kilowatthours @ 9.280¢ per kWh
for billing months of June through September.

All kilowatthours @ 6.782¢ per kWh
for billing months of October through May.

The energy charges in this schedule contain a base fuel cost of 2.093 cents per kilowatthour.

B. Plus kW Demand Charge

First 100 kW or less Included in Energy Charge
All kW over 100 @ \$3.42 per kW

C. The energy charges in II.A. above shall be increased or decreased by any applicable Riders.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 7
ELECTRIC HEATING

(Continued)

II. MONTHLY RATE (Continued)

- D. The minimum charge shall be \$18.77 per billing month. The minimum charge shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. DETERMINATION OF DEMAND

The kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month.

V. METER READING AND BILLING

- A. Meters may be read in units of 10 kilowatthours and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Minimum Charge and the Demand Charge for all kW in excess of 100 kW will be multiplied by two.

VI. EQUIPMENT SPECIFICATIONS

The type, design and size of tank, the size and number of heater units, and the method of water heater operation are subject to approval by the Company.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 7
ELECTRIC HEATING

(Continued)

VI. EQUIPMENT SPECIFICATIONS (Continued)

The type, design, capacity, method of operation, and installation of the electric space heating and air conditioning equipment are subject to approval by the Company. The electric space heating design and installation, and the air conditioning equipment design and installation, shall conform to good engineering practice and provide for satisfactory operation and comfort.

The type, design, capacity, method of operation, and installation of the electric clothes drying equipment are subject to approval by the Company.

VII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but not less than one year.

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Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 10
LARGE GENERAL SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any Customer who contracts for the supply of 500 kW of demand or greater, or who operates electric generation rated at 100 kVA or more which may be utilized as a substitute for power contracted for under this schedule.

II. 30-DAY RATE

- A. Basic Customer Charge
Basic Customer Charge \$136.75 per billing month
- B. Plus Contract Demand Charge
 - 1. Primary Service
All kW of Contract Demand @ \$1.495 per kW
 - 2. Secondary Service
All kW of Contract Demand @ \$2.000 per kW

C. Plus Energy Charge

All kWh will be categorized according to the following table and billed at the rates specified.

- 1. For the period May 1 through September 30:

<u>Day Classification</u>	<u>On-peak Period</u>	<u>On-peak Rate Per kWh</u>	<u>Off-peak Rate Per kWh</u>
A	10 a.m.-10 p.m.	27.310¢	11.062¢
B	10 a.m.-10 p.m.	5.996¢	4.321¢
C	6 a.m.-10 p.m.	4.913¢	4.077¢

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 10
LARGE GENERAL SERVICE

(Continued)

II. 30-DAY RATE (Continued)

2. For the period October 1 through April 30:

<u>Day Classification</u>	<u>On-peak Period</u>	<u>On-peak Rate Per kWh</u>	<u>Off-peak Rate Per kWh</u>
A	6 a.m.- 1 p.m. & 5 p.m.-10 p.m.	27.310¢	11.062¢
B	6 a.m.- 1 p.m. & 5 p.m.-10 p.m.	5.997¢	4.962¢
C	6 a.m.-10 p.m.	4.913¢	4.077¢

(NOTE: Classification A will apply for no more than 28 days during any calendar year, and classification C will apply for no less than 60 days during any calendar year.)

The energy charges in this schedule contain a base fuel cost of 2.079 cents per kilowatthour.

- D. The energy charges in II.C., above, shall be increased or decreased by any applicable Riders.
- E. The minimum charge shall be such as may be contracted for and shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

IV. NOTIFICATION OF DAY CLASSIFICATION

The energy charge day classification for each day will be determined by the Company and will be available via the Internet (at a site to be designated by the Company) by 6 p.m. the preceding day. Should the Company fail to update the Internet site by 6 p.m., the classification shall default to "C."

(Continued)

Filed 03-07-19
Electric-North CarolinaSuperseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 10
LARGE GENERAL SERVICE

(Continued)

V. DETERMINATION OF PEAK DEMAND AND CONTRACT DEMAND

- A. The Company may install metering equipment necessary to determine both the average kW demand during a 30-minute interval and the average kVA demand during a 30-minute interval. The Peak Demand for the current billing month shall be the higher of:

1. The highest average kW demand measured during the current billing month, or
2. 85% of the highest average kVA demand measured during the current billing month.

Any reactive demand resulting from Company request shall not be considered in the determination of Peak Demand.

- B. The Contract Demand shall be the maximum demand the Company is to supply, but not less than 500 kW (except where the Customer operates generation rated at 100 kVA or more which may be utilized as a substitute for power contracted for under this schedule), nor less than the highest demand at this location during the 12 billing months prior to the effective date of the contract. In the event that the Peak Demand determined for the current billing month exceeds the Contract Demand, the Contract Demand shall be increased by such excess demand. Where the service voltage is equal to or greater than 2,000 volts, the Contract Demand will be billed at the charge in Paragraph II.B.1. Where the service voltage is less than 2,000 volts, the Contract Demand will be billed at the charge in Paragraph II.B.2.

VI. METER READING AND BILLING

- A. The Customer shall provide the Company with access to the Customer's telephone service so that the Company may communicate with its metering equipment.
- B. When the actual number of days between meter readings is more or less than 30 days, the Basic Customer Charge, the Contract Demand Charge, and the minimum charge of the 30-day rate will each be multiplied by the actual number of days in the billing period and divided by 30.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 10
LARGE GENERAL SERVICE

(Continued)

VII. SERVICE AVAILABLE

Normally the Company will supply the equipment necessary and will deliver to the Customer, in accordance with the Company's applicable Terms and Conditions at one Delivery Point mutually satisfactory to the Customer and the Company, 60 cycle alternating current electricity of the phase and voltage desired by the Customer at said Delivery Point, provided electricity of the phase and voltage desired by the Customer is available generally in the area in which electricity is desired.

VIII. PARALLEL OPERATION AND/OR INTERCONNECTION SERVICE

A Customer, operating a Generating Facility (as defined in Section XXIV of the Company's filed Terms and Conditions) in parallel with the Company's facilities, may elect service under this schedule provided that the Customer's interconnection with the Company's facilities shall be made in accordance with the following provisions:

- A. For a Generating Facility interconnected pursuant to Section XXIV, the Customer shall install, own, and maintain relays and protective apparatus in accordance with Section XXIV.
- B. If Section XXIV does not apply to the Customer's interconnection of its Generating Facility, suitable relays and protective apparatus shall be furnished, installed, and maintained at the Customer's expense in accordance with specifications furnished by the Company. The relays and protective apparatus shall be subject, at all reasonable times, to inspection by the Company's authorized representative.

IX. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be in multiples of one year, continuing thereafter for one-year terms, unless either party provides sixty days written notice of termination prior to the end of any term.

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

I. APPLICABILITY

- A. Service under this schedule is applicable on a voluntary basis to a nonresidential Customer who receives service from the Company in accordance with the companion Schedule 6L as of the Customer's effective date for billing under this schedule.
- B. The Customer shall be billed on this schedule in conjunction with Schedule 6L.
- C. Rider EDR shall not be applicable to Customers taking service from the Company under this schedule.

II. AVAILABILITY

- A. In this schedule, the terms below shall have the following definitions:
 - 1. "Monthly Peak Demand" shall mean the Customer's highest measured average 30-minute interval demand during the billing month.
 - 2. "Contract Anniversary Date" shall mean the Customer's effective date for service under this schedule at the Customer's service location.
 - 3. "New Customer" shall be defined in accordance with all of the following:
 - a. Was not a retail electric service customer within the Company's North Carolina service territory as of the effective date of this schedule; and
 - b. Was not a retail electric service customer within the Company's North Carolina service territory during any portion of the two-year period immediately preceding the effective date of this schedule; and
 - c. Established at least one actual Monthly Peak Demand of 3,000 kW or more – but not more than 50,000 kW – during the current and previous 11 consecutive billing months.
 - 4. "New Load" shall mean additional load in excess of the Customer's highest existing Monthly Peak Demand served by the Company at the Customer's service location during the current and previous 11 consecutive billing months, prior to the Customer or the New Customer, as defined in Paragraph II.A.3., above, taking service under this schedule.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage On
and After 12-06-17. This Filing Effective For
Usage On and After 01-01-18.

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

(Continued)

II. AVAILABILITY (Continued)

- B. Subject to a limitation of fifteen (15) nonresidential Customers where five (5) spaces shall be reserved for New Customers, this schedule is available only where:
1. The Customer has established an actual Monthly Peak Demand of 3,000 kW or more – not to exceed 50,000 kW – during at least three (3) billing months within the current and previous 11 consecutive billing months, immediately prior to the Customer's effective date for service under this schedule at the Customer's service location; or
 2. A New Customer has added New Load of at least 3,000 kW at the New Customer's new service location; and
 3. If the Customer no longer meets the requirements of this schedule, the Customer shall be required to terminate service under this schedule beginning with the Customer's next Contract Anniversary Date. Thereafter, (i) the Customer shall be billed on an alternate, applicable rate schedule, (ii) the Customer's space on this schedule shall be made available to other customers, and (iii) this schedule shall not be available to the Customer for the following consecutive 12-month billing period. Subsequent to such time, the Customer must satisfy all of the requirements in both Paragraph I., above, and this Paragraph II. to be served under this schedule again – pending space availability.
- C. In addition to the availability criteria listed above in this Paragraph II., this schedule shall not be available until the all of the following occur:
1. The Company has installed any metering equipment that it deems to be necessary to measure properly the demands and energy usage of the Customer, including a New Customer, at the Customer's service location; and
 2. If applicable, the Customer, including a New Customer, has installed and has provided the Company with access to mutually agreed upon communication technology necessary for the Company to communicate with its metering equipment; and
 3. The Company may require up to sixty (60) days after all of the criteria in Paragraph I. and Paragraph II. of this schedule are met to provide service under this schedule to the Customer, including a New Customer.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage On
and After 12-06-17. This Filing Effective For
Usage On and After 01-01-18.

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

(Continued)

II. AVAILABILITY (Continued)

- D. A customer baseline load (“CBL”) shall be established for the Customer, including a New Customer, as set forth in Paragraph VI., below.
- E. The provisions of this schedule may be modified in a general rate case proceeding for the Company.
- F. This experimental schedule shall terminate on December 31, 2022, subject to the provisions of Paragraph XI. of this schedule, shall be withdrawn from service, and shall no longer be available to the Customer at the Customer’s service location. Upon such termination and withdrawal, the Customer shall select an applicable, alternative schedule. However, this schedule may be extended at the Company’s request and with Commission approval.

III. BILLING MODIFICATIONS TO COMPANION SCHEDULE 6L

- A. Schedule 6L is a companion to this schedule.
- B. Billing under the companion Schedule 6L shall be for the CBL and all consumption less than the CBL in each hour.

IV. 30-DAY RATE

The following charges shall apply in addition to the charges applicable from the companion Schedule 6L, as modified in accordance with Paragraph III., above.

- A. Transmission Demand Charge
All kW of transmission billing demand @ \$3.073 per kW
- B. Plus Energy Charge
The Customer’s usage, by hour, for load above the CBL shall be multiplied by the Hourly Energy Rate applicable for the hour as determined in accordance with Paragraph VIII., below.
- C. Plus Capacity Surcharge
For select hours only as described below @ 42.50¢ per kWh
Usage billed at the Capacity Surcharge shall be the Customer’s hourly usage above the CBL during those hours when the Capacity Surcharge applies.
- D. Where the Customer is served at a voltage below 2 kV, the Energy Charge in Paragraph IV.B., above, and the Capacity Surcharge in Paragraph IV.C., above, shall be increased by 2%.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage On
and After 12-06-17. This Filing Effective For
Usage On and After 01-01-18.

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

(Continued)

V. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

The following on-peak and off-peak hours are applicable to the billing of all charges stated in this schedule.

A. On-peak hours are as follows:

1. For the period of June 1 through September 30, 10 a.m. to 10 p.m.
2. For the period of October 1 through May 31, 7 a.m. to 10 p.m.

B. All hours not specified in Paragraph V.A., above, are off-peak.

VI. DETERMINATION OF CUSTOMER BASELINE LOAD

- A. A Customer, including a New Customer, electing this schedule shall have a customer baseline load (“CBL”). As described below, the Customer’s CBL shall be established for a percentage of the Customer’s maximum measured average 30-minute interval demand at the Customer’s service location, during the on-peak hours of the billing months of June through September, occurring in the current and preceding 11 consecutive billing months, immediately prior to the Customer’s taking service under this schedule (“Peak Summer Demand”).
1. The CBL shall be the kW of demand which shall be applied to the Customer’s consumption to determine hourly kilowatthours and the kW of Transmission Demand subject to billing under this schedule. All Distribution Demand Charges shall be billed under Paragraph II.C. of Schedule 6L.
 2. Once established, the CBL cannot be reset to a lower level until the Customer’s next Contract Anniversary Date which occurs subsequent to the effective date of this schedule to the Customer, in accordance with Paragraph VI.E., below. If the Customer’s maximum Monthly Peak Demand increases after establishment of the CBL, the percentage of demand served under this schedule can increase up to 50% of the Customer’s maximum Monthly Peak Demand. If the CBL falls below 50% of the Customer’s maximum Monthly Peak Demand, the CBL will be increased to 50% of the Customer’s maximum Monthly Peak Demand effective with the next bill month.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage On
and After 12-06-17. This Filing Effective For
Usage On and After 01-01-18.

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

(Continued)

VI. DETERMINATION OF CUSTOMER BASELINE LOAD (Continued)

- B. A Customer and a New Customer (after satisfying all of the criteria in Paragraph II.A.3., above) will be permitted to establish a CBL in accordance with the following:
1. A Customer will select a CBL greater than or equal to 75% of the Customer's Peak Summer Demand; or
 2. A New Customer, who has established a Monthly Peak Demand of 3,000 kW or more during the on-peak hours of any billing month in the 11 consecutive billing months immediately prior to the effective date of this schedule to the New Customer, will select a CBL equal to 50% of the higher of the following: (i) the New Customer's maximum on-peak Monthly Peak Demand, described above, or (ii) the New Customer's maximum kW of demand from the New Customer's load letter;
- C. After initially taking service from the Company under any applicable rate schedule, the New Customer has up to twelve (12) billing months to elect service under this schedule and to establish a CBL in accordance with Paragraph VI.B., above.
- D. For all Customers, including New Customers, after the Customer's fourth Contract Anniversary Date under this schedule, the CBL shall be reset to greater than or equal to 75% of the Customer's maximum on-peak Monthly Peak Demand during the billing months of June through September in the current and previous 11 consecutive billing months, immediately prior to the Customer's Contract Anniversary Date.
- E. Subject to the provisions of this schedule, the Customer may request annually to revise the CBL, by providing the Company with 30-days written notice prior to the Customer's Contract Anniversary Date. Any revision to the CBL shall become effective with the Customer's Contract Anniversary Date.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage On
and After 12-06-17. This Filing Effective For
Usage On and After 01-01-18.

SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

(Continued)

VII. DETERMINATION OF TRANSMISSION DEMAND

The kW of demand billed under Paragraph IV.A., above, shall be the highest of:

- A. The highest average kW measured in any 30-minute interval of the current billing month during the on-peak hours less the CBL, but not less than zero;
- B. 75% of the highest kW of demand at this location as determined under Paragraph VII.A., above, during the billing months of June through September of the preceding 11 billing months less the CBL, but not less than zero;
- C. 1,000 kW.

VIII. DETERMINATION OF HOURLY ENERGY RATE

The Hourly Energy Rate applicable for each hour of a specific day will be determined based upon the following formula, rounded to the nearest one-thousandth of a cent:

$$\text{Hourly Energy Rate} = [(\text{LMP} \times \text{L}) + \text{ADDER}] \times (1 + \text{T})$$

Where:

LMP = the PJM Day-Ahead Locational Marginal Price ("LMP") for the applicable PJM load zone

L = Line loss adjustment

Service at Primary Voltage Adjustment Factor = 1.0142

Service at Secondary Voltage Adjustment Factor = 1.0397

$$\text{ADDER} = (6\text{LAVG} - (\text{LMP} \times \text{L})) \times 0.2 \text{ but not less than } \$0.00237 \text{ per kWh}$$

Where:

$$6\text{LAVG} = (6\text{LNONFUELAvg} + 6\text{LBASEFUEL} + 6\text{LFUELRIDERS})$$

$$6\text{LNONFUELAvg} = \$0.03167 \text{ per kWh or}$$

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SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

(Continued)

VIII. DETERMINATION OF HOURLY ENERGY RATE (Continued)

Basic Revenue Per kWh for Power Supply and Energy Excluding
Transmission and Fuel Clause for Schedule 6L determined from Workpaper
Supporting Compliance Filing in Docket E-22, Sub 560

6LBASEFUEL = Current Base Fuel Rate per kWh Applicable to Schedule 6L

6LFUELRIDERS = Sum of All Fuel Riders per kWh Applicable to Schedule 6L

T = North Carolina Regulatory Fee = 0.14%

The Hourly Energy Rate includes the Company's base fuel component and all
applicable per-kilowatthour riders that are approved for billing by the Commission.

Each hour of the day is a distinct pricing period. The initial pricing period of the day is
the one-hour period beginning at 12:00 midnight and ending at 1:00 a.m. The last pricing period
of the day begins at 11:00 p.m. and ends at 12:00 midnight.

IX. DETERMINATION OF LMP

- A. The LMP component of the Hourly Energy Rate, as defined in Paragraph VIII., above, shall mean the respective hourly PJM Day-Ahead Locational Marginal Price for the applicable PJM load zone, or any successor thereto, which includes the Customer's service location. In the event of any future change in PJM's process for determining the price reflecting the cost to procure energy in the PJM market to serve the Customer's Energy, the Day-ahead LMP shall represent the similar or like method used by PJM for determining the Day-ahead LMP.
- B. Any reference to "PJM" in this schedule shall mean the PJM Interconnection, LLC (Pennsylvania-New Jersey-Maryland Interconnection, LLC), or any successor, that is the regional transmission organization and is part of the Eastern Interconnection grid that operates an electric transmission system.

(Continued)

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Electric-North Carolina

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SCHEDULE LGS – RTP WITH CUSTOMER BASELINE LOAD
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

(Continued)

X. APPLICATION / NOTIFICATION OF CAPACITY SURCHARGE

- A. The Capacity Surcharge rate will apply for no more than 150 hours during any calendar year. Typically, such hours will coincide with curtailment requests in accordance with Schedule 6C and when notification is provided under Schedule 6VP that the Capacity Surcharge applies. Factors considered by the Company in determining whether or not the Capacity Surcharge will apply include, but are not limited to: (i) the Company's reserve margin, (ii) the Company's system load, (iii) unanticipated high marginal operating costs, (iv) the year-to-date number of Constraint Adder hours applied, (v) whether or not the Company has implemented curtailment under Schedule 6C, the Capacity Surcharge under Schedule 6VP and/or classified a day as "A" in accordance with Schedule 10. The Company will provide no less than two hours' notice of Capacity Surcharge application.
- B. A primary and secondary notification procedure shall be established which are mutually agreeable to the Customer and the Company. In the event that such procedures require a dedicated telephone line, such line shall be provided at the Customer's expense.

XI. TERM OF CONTRACT

- A. For Customers, including New Customers, the term of contract under this schedule shall be for not less than one (1) year, continuing thereafter for one (1)-year terms, unless either party provides sixty (60) days written notice of termination prior to the end of the then-current term.
- B. Notwithstanding the provisions of Paragraph XI.A., above, and after the conclusion of the Customer's initial one-year term under this schedule, if any then-current minimum one (1)-year term in accordance with Paragraph XI.A., above, has not been satisfied, this schedule shall terminate at the conclusion of the Customer's then-current one (1)-year term.
- C. This schedule shall be withdrawn from service and shall no longer be available to the Customer at the Customer's service location on the latter of December 31, 2022, the conclusion of the Customer's initial one (1)-year term, or the end of the Customer's then-current one (1)-year term.
- D. Notwithstanding the provisions of Paragraph XI. of this schedule, this schedule may be extended upon Company request and Commission approval.

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Electric-North Carolina

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SCHEDULE LGS – RTP ECONOMIC DEVELOPMENT
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

I. APPLICABILITY AND AVAILABILITY

- A. Service under this schedule is applicable on a voluntary basis to a nonresidential Customer, who is not classified as Retail Trade or Public Administration by the North American Industry Classification System (“NAICS”) Manual published by the United States Government, as of the Customer’s effective date for billing under this schedule.
- B. In this schedule, the terms below shall have the following definitions:
1. “Monthly Peak Demand” shall mean the Customer’s highest measured average 30-minute interval demand during the billing month.
 2. “Contract Anniversary Date” shall mean the Customer’s effective date for service under this schedule at the Customer’s service location.
 3. “New Customer” shall be defined in accordance with all of the following:
 - a. Was not a retail electric service customer within the Company’s North Carolina service territory as of the effective date of this schedule; and
 - b. Was not a retail electric service customer within the Company’s North Carolina service territory during any portion of the two-year period immediately preceding the effective date of this schedule; and
 - c. Established at least one actual Monthly Peak Demand of 10,000 kW or more – but not more than 50,000 kW – during the current and previous 11 consecutive billing months.
 4. “New Load” shall mean additional separately-metered load in excess of the Customer’s highest existing Monthly Peak Demand served by the Company at the Customer’s service location during the current and previous 11 consecutive billing months, prior to the Customer or the New Customer, as defined in Paragraph I.B., above, taking service under this schedule.

(Continued)

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SCHEDULE LGS – RTP ECONOMIC DEVELOPMENT
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

(Continued)

I. APPLICABILITY AND AVAILABILITY (Continued)

- C. Subject to a limitation of six (6) nonresidential Customers where three (3) spaces shall be reserved for New Customers, this schedule is available only where:
1. Due to an expansion at the Customer's service location, the Customer has added at least 10,000 kW of New Load at one Delivery Point, which shall be separately metered, and – when combined with the Customer's existing highest measured average 30-minute interval demand during the current and preceding 11 consecutive billing months – shall not exceed 50,000 kW; or
 2. A New Customer has added at least 10,000 kW – not to exceed 50,000 kW – of New Load at one Delivery Point, which shall be separately metered, at the New Customer's service location; and
 3. To qualify for service under this schedule, the Customer, including a New Customer, must satisfy all of the following criteria:
 - a. The Customer, including a New Customer, must employ an additional workforce in the Company's North Carolina service territory of a minimum of seventy-five (75) full time equivalent ("FTE") employees. Employment additions must occur following the Company's approval for service under this schedule.
 - b. The Customer, including a New Customer, must complete an application for service under this schedule and receive Company approval of such application before the Customer may receive service hereunder. The application must include a description of the amount of and nature of the New Load. In the application, the Customer must affirm, by means of a signed affidavit, that this schedule was instrumental in the Customer's decision to locate or add the New Load in the Company's North Carolina service territory. The application shall also specify the total number of FTE employees employed by the Customer at the Customer's service location, receiving electric service from the Company's system, at the time of the application for this schedule, and on the Operational Date.

(Continued)

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SCHEDULE LGS – RTP ECONOMIC DEVELOPMENT
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

(Continued)

I. APPLICABILITY AND AVAILABILITY (Continued)

4. If the Customer, including a New Customer, no longer meets the requirements of this schedule, the Customer shall be required to terminate service under this schedule beginning with the Customer's next Contract Anniversary Date. Thereafter, (i) the Customer shall be billed on an alternate, applicable rate schedule, (ii) the Customer's space on this schedule shall be made available to other customers, and (iii) this schedule shall not be available to the Customer for the following consecutive 12-month billing period. Subsequent to such time, the Customer must satisfy all of the requirements in Paragraph I. of this schedule to be served under this schedule in the future – pending space availability.
- D. In addition to the availability criteria listed above in this Paragraph I., this schedule shall not be available until the all of the following occur:
1. The Company has installed any metering equipment that it deems to be necessary to measure properly the demands and energy usage of the Customer, including a New Customer, at the Customer's service location; and
 2. If applicable, the Customer, including a New Customer, has installed and has provided the Company with access to mutually agreed upon communication technology necessary for the Company to communicate with its metering equipment; and
 3. The Company may require up to sixty (60) days after all of the criteria in Paragraph I. of this schedule are met to provide service under this schedule to the Customer, including a New Customer.
- E. The provisions of this schedule may be modified in a general rate case proceeding for the Company.
- F. This experimental schedule shall terminate on December 31, 2022, subject to the provisions of Paragraph IX. of this schedule, shall be withdrawn from service, and shall no longer be available to the Customer at the Customer's service location. Upon such termination and withdrawal, the Customer shall select an applicable, alternative schedule. However, this schedule may be extended at the Company's request and with Commission approval.

(Continued)

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Electric-North Carolina

Superseding Filing Effective For Usage On
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SCHEDULE LGS – RTP ECONOMIC DEVELOPMENT
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

(Continued)

II. 30- DAY RATE

The following charges shall apply.

- A. Basic Customer Charge \$78.07 per billing month
- B. Plus Distribution Contract Demand Charge
 - 1. Primary Service
All kW of distribution contract billing demand @ \$0.994 per kW
 - 2. Secondary Service
All kW of distribution contract billing demand @ \$1.492 per kW
- C. Plus Transmission Demand Charge
All kW of transmission billing demand @ \$3.073 per kW
- D. Plus Energy Charge
The Customer's usage, by hour, shall be multiplied by the Hourly Energy Rate applicable for the hour as determined in accordance with Paragraph VI., below.
- E. Plus Capacity Surcharge
For select hours only as described below @ 42.50¢ per kWh
Usage billed at the Capacity Surcharge shall be the Customer's hourly usage during those hours when the Capacity Surcharge applies.
- F. Where the Customer is served at a voltage below 2 kV, the Energy Charge in Paragraph II.D., above, and the Capacity Surcharge in Paragraph II.E., above, shall be increased by 2%.

III. DETERMINATION OF ON-PEAK AND OFF-PEAK HOURS

The following on-peak and off-peak hours are applicable to the billing of all charges stated in this schedule.

- A. On-peak hours are as follows:
 - 1. For the period of June 1 through September 30, 10 a.m. to 10 p.m.
 - 2. For the period of October 1 through May 31, 7 a.m. to 10 p.m.
- B. All hours not specified in Paragraph III.A., above, are off-peak.

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DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

(Continued)

IV. DETERMINATION OF DISTRIBUTION PEAK DEMAND AND DISTRIBUTION CONTRACT DEMAND

- A. The Company may install metering equipment necessary to determine both the average kW demand during a 30-minute interval and the average kVA demand during a 30-minute interval. The Distribution Peak Demand for the current billing month shall be the higher of:
1. The highest average kW demand measured during the current billing month; or
 2. 85% of the highest average kVA demand measured during the current billing month.
- B. The Distribution Contract Demand billed under Paragraph II.B., above, shall be the maximum demand the Company is to supply, but not less than 10,000 kW. In the event that the Distribution Peak Demand determined for the current billing month exceeds the Distribution Contract Demand, the Distribution Contract Demand shall be increased by such excess demand.
- C. Where the service voltage is equal to or greater than 2,000 Volts, the Distribution Contract Demand will be billed at the charge in Paragraph II.B.1., above. Where the service voltage is less than 2,000 Volts, the Distribution Contract Demand will be billed at the charge in Paragraph II.B.2., above. The Distribution Contract Demand shall be billed only where the service voltage is less than 69 kV.

V. DETERMINATION OF TRANSMISSION DEMAND

The kW of demand billed under Paragraph II.C., above, shall be the highest of:

- A. The highest average kW measured in any 30-minute interval of the current billing month during the on-peak hours;
- B. 75% of the highest kW of demand at this location as determined under Paragraph V. A., above, during the billing months of June through September of the preceding 11 billing months;
- C. 1,000 kW.

(Continued)

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SCHEDULE LGS – RTP ECONOMIC DEVELOPMENT
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

(Continued)

VI. DETERMINATION OF HOURLY ENERGY RATE

The Hourly Energy Rate applicable for each hour of a specific day will be determined based upon the following formula, rounded to the nearest one-thousandth of a cent:

$$\text{Hourly Energy Rate} = [(\text{LMP} \times \text{L}) + \text{ADDER}] \times (1 + \text{T})$$

Where:

LMP = the PJM Day-Ahead Locational Marginal Price (“LMP”) for the applicable PJM load zone

L = Line loss adjustment

Service at Primary Voltage Adjustment Factor = 1.0142

Service at Secondary Voltage Adjustment Factor = 1.0397

$$\text{ADDER} = (6\text{LAVG} - (\text{LMP} \times \text{L})) \times 0.2 \text{ but not less than } \$0.00237 \text{ per kWh}$$

Where:

$$6\text{LAVG} = (6\text{LNONFUELAvg} + 6\text{LBASEFUEL} + 6\text{LFUELRIDERS})$$

$$6\text{LNONFUELAvg} = \$0.03167 \text{ per kWh or}$$

Basic Revenue Per kWh for Power Supply and Energy Excluding Transmission and Fuel Clause for Schedule 6L determined from Workpaper Supporting Compliance Filing in Docket E-22, Sub 560

$$6\text{LBASEFUEL} = \text{Current Base Fuel Rate per kWh Applicable to Schedule 6L}$$

$$6\text{LFUELRIDERS} = \text{Sum of All Fuel Riders per kWh Applicable to Schedule 6L}$$

$$\text{T} = \text{North Carolina Regulatory Fee} = 0.14\%$$

The Hourly Energy Rate includes the Company’s base fuel component and all applicable per-kilowatthour riders that are approved for billing by the Commission.

Each hour of the day is a distinct pricing period. The initial pricing period of the day is the one-hour period beginning at 12:00 midnight and ending at 1:00 a.m. The last pricing period of the day begins at 11:00 p.m. and ends at 12:00 midnight.

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SCHEDULE LGS – RTP ECONOMIC DEVELOPMENT
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

(Continued)

VII. DETERMINATION OF LMP

- A. The LMP component of the Hourly Energy Rate, as defined in Paragraph VI., above, shall mean the respective hourly PJM Day-Ahead Locational Marginal Price for the applicable PJM load zone, or any successor thereto, which includes the Customer's service location. In the event of any future change in PJM's process for determining the price reflecting the cost to procure energy in the PJM market to serve the Customer's Energy, the Day-ahead LMP shall represent the similar or like method used by PJM for determining the Day-ahead LMP.
- B. Any reference to "PJM" in this schedule shall mean the PJM Interconnection, LLC (Pennsylvania-New Jersey-Maryland Interconnection, LLC), or any successor, that is the regional transmission organization and is part of the Eastern Interconnection grid that operates an electric transmission system.

VIII. APPLICATION / NOTIFICATION OF CAPACITY SURCHARGE

- A. The Capacity Surcharge rate will apply for no more than 150 hours during any calendar year. Typically, such hours will coincide with curtailment requests in accordance with Schedule 6C and when notification is provided under Schedule 6VP that the Capacity Surcharge applies. Factors considered by the Company in determining whether or not the Capacity Surcharge will apply include, but are not limited to: (i) the Company's reserve margin, (ii) the Company's system load, (iii) unanticipated high marginal operating costs, (iv) the year-to-date number of Constraint Adder hours applied, (v) whether or not the Company has implemented curtailment under Schedule 6C, the Capacity Surcharge under Schedule 6VP and/or classified a day as "A" in accordance with Schedule 10. The Company will provide no less than two hours' notice of Capacity Surcharge application.
- B. A primary and secondary notification procedure shall be established which are mutually agreeable to the Customer and the Company. In the event that such procedures require a dedicated telephone line, such line shall be provided at the Customer's expense.

IX. TERM OF CONTRACT

- A. For Customers, including New Customers, the term of contract under this schedule shall be for not less than four (4) years and shall not be renewed. Any Customer electing to transition service to this schedule shall remain on this schedule for a minimum of four (4) years.

(Continued)

Filed 03-07-19
Electric-North Carolina

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SCHEDULE LGS – RTP ECONOMIC DEVELOPMENT
DAY-AHEAD HOURLY PRICING, LARGE GENERAL SERVICE
EXPERIMENTAL

(Continued)

IX. TERM OF CONTRACT (Continued)

- B. Notwithstanding the provisions of Paragraph IX.A., above, if the minimum four (4)-year term in accordance with Paragraph IX.A., above, has not been satisfied, this schedule shall terminate four (4) years after the effective date of this schedule to the Customer, at the Customer's service location.
- C. This schedule shall be withdrawn from service and shall no longer be available to the Customer at the Customer's service location on the latter of December 31, 2022 or the conclusion of the Customer's initial four (4)-year term.
- D. Notwithstanding the provisions of Paragraph IX.A., above, this schedule may be extended upon Company request and Commission approval.

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage On
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Virginia Electric and Power Company

Schedule NS

I. APPLICABILITY

This Schedule is applicable only to electric service at Nucor Corporation's steel manufacturing and recycling facility (the "Facility") located in Hertford County, North Carolina in accordance with the Agreement for Electric Service between Nucor Corporation and North Carolina Power dated April 30, 1999, as amended May 30, 2002, March 1, 2005, September 26, 2010, and December 19, 2014 (the "Agreement").

II. AVAILABILITY

The rates contained herein are available for electric service provided by the Company at the Facility effective for usage on and after 01-01-18, for bills rendered by the Company to Nucor Corporation on and after 02-01-18.

III. TYPE OF SERVICE

Electric service at the Facility will be non-firm, 60 hertz alternating current electric service, delivered by the Company to the Facility at a voltage of 230 kV, and subject to the interruption/curtailment provisions as summarized in Section IV below. Electric service for the Facility is more specifically discussed in the Agreement.

IV. INTERRUPTION/CURTAILMENT PROVISIONS

Interruptions/curtailments may be called by the Company under the terms and conditions discussed in the Agreement, with certain minimum notice provisions depending on the reason for the interruption/curtailment. Such interruptions/curtailments are divided into two general types: system reliability interruptions and economic curtailments. Nucor must interrupt its power supply in accordance with the Agreement for system reliability interruptions. Nucor may buy through economic curtailments in accordance with the terms of the Agreement. There are two types of economic curtailments: Tier 1 and Tier 2 Economic Curtailments.

A. Tier 1

1. The maximum number of Tier 1 Economic Curtailment Periods and Hours per Curtailment Year (the 12 month period beginning May 1 and ending April 30) and the minimum number of Tier 1 Interruption/Curtailment Hours credited to Nucor for each Tier 1 Interruption/Curtailment are stated in the Agreement.

(Continued)

Filed 03-07-19
Electric-North Carolina

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Effective For Usage On and After 01-01-18.

Virginia Electric and Power Company

Schedule NS

(Continued)

IV. INTERRUPTION/CURTAILMENT PROVISIONS (Continued)

A. Tier 1 (Continued)

2. There are two types of Tier 1 Economic Curtailment Hours: A and B (one type per period).

a. Type A Hours

i) The Company may designate certain hours in a Curtailment Year as Type A curtailment hours and periods. The maximum number of Type A curtailment hours and periods per Curtailment Year is set forth in the Agreement.

ii) When a Type A curtailment is declared Nucor must curtail operation of its electric arc furnace. It may, however, buy-through at the Economic Buy-through Price to operate the remainder of the Facility.

iii) The Company may, at its discretion, allow Nucor to buy-through at the Economic Buy-through Price to operate the electric arc furnace.

b. Type B Hours

i) The Company may designate certain hours in a Curtailment Year as Type B curtailment hours and periods. The maximum number of Type B curtailment hours and periods per Curtailment Year is set forth in the Agreement.

ii) Nucor may buy-through at the Economic Buy-through Price to operate its entire Facility.

B. Tier 2

1. The maximum number of Tier 2 Curtailment Hours and Curtailment Periods per Curtailment Year and the minimum number of Tier 2 Curtailment Hours credited to Nucor for each Tier 2 Curtailment Period is stated in the Agreement.

(Continued)

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Virginia Electric and Power Company

Schedule NS

(Continued)

IV. INTERRUPTION/CURTAILMENT PROVISIONS (Continued)

B. Tier 2 (Continued)

2. There are two types of Tier 2 Hours: A and B.

a. Type A Hours

- i) The Company may request that Nucor curtail operation of its electric arc furnace during a Tier 2, Type A Curtailment Hour. Nucor, however, may buy-through at the Tier 2, Type A Energy Charge to operate the remainder of the Facility.
- ii) When a Tier 2, Type A Curtailment Hour is declared and the Company does not request curtailment of its electric arc furnace, Nucor may operate its entire Facility at the Tier 2, Type A Energy Charge.
- iii) The maximum number of Tier 2, Type A Curtailment Hours is stated in the Agreement.

b. Type B Hours

- i) Nucor may operate its entire Facility at the Tier 2, Type B Energy Charge.
 - ii) The maximum number of Tier 2, Type B Hours is stated in the Agreement.
3. Notification of a Tier 2 Curtailment Period (including applicable hours, the Type, and, if Type A, whether an arc furnace curtailment will be required) will be provided to Nucor by 5 p.m. of the previous day.
4. The Company reserves the right to change a designated Tier 2 Hour to a Tier 1 Hour within the notification timeframe for a Tier 1 Hour as stated in the Agreement. When a Tier 2 Hour is superseded by a Tier 1 Hour that hour will be treated as a Tier 1 Hour with respect to Tier 1 maximum Hours, maximum Periods and minimum credits as provided in the Agreement.

(Continued)

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Electric-North Carolina

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Effective For Usage On and After 01-01-18.

Virginia Electric and Power Company

Schedule NS

(Continued)

V. RATES FOR SERVICE

A. Monthly Customer Charge of \$4,488.02

B. Monthly Reservation Charges for Delivery Service:

1. Transmission Charge @ \$2.06600/kW of Billing Demand
2. Ancillary Service Charge @ \$0.67600/kW of Billing Demand

C. Energy Charges

1. Tier 1 - All hourly energy consumed during a Tier 1 Economic Curtailment Hour, Tier 1 Energy, shall be billed at the applicable hourly Economic Buy-through Price, defined as the fair market price of energy as determined by the Company for each Economic Curtailment Hour in accordance with the Agreement. The Company will notify Nucor of the price at least 50, and no more than 70 minutes prior to the commencement of each Curtailment Hour, unless the parties mutually agree to some other mechanism to communicate such price in accordance with the Agreement.
2. Tier 2, Type A – All hourly energy consumed during a Tier 2, Type A Curtailment Hour shall be billed at the rate provided in the Agreement plus the appropriate Fuel Riders as provided in Paragraph V.E. below.
3. Tier 2, Type B – All hourly energy consumed during a Tier 2, Type B Hour shall be billed at the rate provided in the Agreement.
4. Tier 3 – All hourly energy consumed outside of a Tier 1 Hour or Tier 2 Hour, Tier 3 Energy, shall be billed at the rate provided in the Agreement plus the appropriate Fuel Riders as provided in Paragraph V.E. below.

D. All applicable per-kWh non-fuel riders

All applicable per-kWh non-fuel riders will be billed to all Tier 1 Type A and B, Tier 2 Type A and B, and Tier 3 kWh.

(Continued)

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Electric-North Carolina

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Virginia Electric and Power Company

Schedule NS

(Continued)

V. RATES FOR SERVICE (Continued)

E. Fuel Factor

1. All applicable Fuel Riders will be billed to all Tier 2, Type A and Tier 3 kWh.
2. After the application of the Fuel Riders in Paragraph V.E.1., for fuel recovery purposes, all Energy Charges in V.C. above include the base fuel cost of 2.014¢/kWh and all applicable Fuel Riders.

VI. DETERMINATION OF BILLING DEMAND

The Billing Demand for the current month will be the highest of:

- A. The highest average kW demand measured during any 60-minute clock-hour interval since September 1, 2000;
- B. 95% of the highest average kVA demand measured during any 60-minute clock-hour interval since September 1, 2000; or
- C. 85,000 kW.

VII. TERMS AND CONDITIONS OF SERVICE

The electric service to which this Schedule is applicable will be provided by the Company in accordance with the provisions of the Agreement, except that, where not inconsistent with or in conflict with the Agreement, Sections IX, XVI-XVIII, and XX, of the Company's filed Terms and Conditions, as approved by the Commission, shall apply. This Schedule is not intended to and shall not establish any rate or service provisions beyond those already agreed to by the parties in the Agreement.

The initial term of service under this Schedule is through the earlier of midnight December 31, 2019, or midnight the day before the effective date of rates approved by the Commission in the Company's next general rate case. Thereafter, this Agreement shall extend for successive renewal terms of two years each unless either party gives 365 calendar days notice of intent to terminate prior to the end of the initial term or any renewal term, as provided in the Agreement, with the following exception. Should the Company file a general rate case with the Commission prior to December 31, 2019, the written notice provided by either party to terminate the Agreement at midnight the day before the effective date of the rates approved by the Commission in the Company's next general rate case shall be provided at least 306 calendar days prior to the effective date of the rates approved by the Commission in the Company's next general rate case.

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Electric-North Carolina

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PUBLIC VERSION

AMENDED

**AGREEMENT FOR ELECTRIC SERVICE
BETWEEN
NUCOR CORPORATION
AND
VIRGINIA ELECTRIC AND POWER COMPANY,
doing business in North Carolina as
DOMINION ENERGY NORTH CAROLINA**

This AGREEMENT FOR ELECTRIC SERVICE, effective as of April 30, 1999, and as amended May 30, 2002, and subsequently amended March 1, 2005, September 26, 2010, and December 19, 2014, is by and between NUCOR CORPORATION, a Delaware corporation (referred to herein as “Nucor” or “Customer”), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in North Carolina as Dominion Energy North Carolina (referred to herein as “Dominion Energy North Carolina” or “Company”). Both Nucor and Dominion Energy North Carolina also are herein individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS

WHEREAS, Nucor is planning to construct and operate a steel manufacturing and recycling facility (the “Facility”) in the State of North Carolina, contingent upon obtaining, among other things, a low-cost, reliable source of electricity; and

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WHEREAS, the site for the proposed Facility is located in Dominion Energy North Carolina's certificated service territory in Hertford County, North Carolina (the "Hertford Site"); and

WHEREAS, the Facility will require substantial quantities of electricity such that the economics of Nucor's decision to locate the Facility at the Hertford Site will be substantially affected by the cost of electricity and Nucor would not have decided to locate the Facility at the Hertford Site but for Nucor's expectation of low-cost power; and

WHEREAS, Dominion Energy North Carolina desires to provide the electric requirements for the Facility on the terms and conditions set forth herein and believes it can meet such requirements without adversely affecting the adequacy or reliability of service to any of Dominion Energy North Carolina's other customers; and

WHEREAS, the supply of electricity to the Facility by Dominion Energy North Carolina shall be on an interruptible basis.

NOW THEREFORE, upon consideration of the mutual covenants and undertakings hereinafter set forth, the Parties agree to the following:

1. DEFINITIONS

- a. "Agreement" shall be this amended Agreement for Electric Service between Nucor and Dominion Energy North Carolina, including all attachments hereto.
- b. "Commission" shall mean the North Carolina Utilities Commission.

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- c. "Contract Year" shall mean the 12-month period beginning on date of First Steel Melt and each anniversary thereafter.
- d. "Curtailment Hour," "Curtailment Period" and "Economic Buy-through Price" are defined as set forth in Section III of the Special Terms and Conditions.
- e. "Curtailment Year" – means the twelve month period of May 1 through April 30 of the following year.
- f. "Facility" shall be the steel manufacturing and recycling mill to be constructed, owned and operated by Nucor in Hertford County, North Carolina.
- g. "Filed Terms and Conditions" means Virginia Electric and Power Company's Terms and Conditions for Supplying Electricity in the State of North Carolina, as filed with and approved by the Commission.
- h. "First Steel Melt" shall be the day Nucor first attempts to melt steel in its electric furnaces. The parties hereby specify September 1, 2000, as the day of First Steel Melt for purposes of this Agreement.
- i. "Interconnection Facilities" shall mean the 230 KV transmission facilities required to connect the Substation to Dominion Energy North Carolina's existing 230 KV transmission line.
- j. "Interest Rate" shall mean the lesser of (i) the prime rate as quoted from time to time by Chase Manhattan Bank, N.A., currently located at Chase Manhattan Plaza, New York, NY 10081, or its

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successor, plus [BEGIN CONFIDENTIAL] [END
CONFIDENTIAL] percentage points or (ii) the highest legal rate of
interest.

- k. "Point of Common Coupling" or "POCC" shall be the point where the Interconnection Facilities connect with Dominion Energy North Carolina's existing 230 KV line.
- l. "Point of Delivery" shall be the point where the Company's conductors for the delivery of electricity are connected with the Customer's conductors for the receipt of electricity.
- m. "Prudent Electric Utility Practice" shall mean any of the practices, methods and acts engaged in or accepted by a significant portion of the electric industry that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with reasonable reliability, safety, expedition and protection of the environment. Prudent electric utility practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to a spectrum of possible reasonable practices, methods, or acts engaged in or accepted by a significant portion of the electric industry at the time the decision was made.

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- n. “Regulatory Body” shall mean the Virginia State Corporation Commission or the North Carolina Utilities Commission, or a successor entity of either with jurisdiction over the Company.
- o. “Substation” shall be the substation to serve the Facility.
- p. “Special Terms and Conditions” shall be the special terms and conditions pursuant to which Dominion Energy North Carolina shall provide electric service to the Facility. A copy of the Special Terms and Conditions, including all applicable charges, is attached hereto as Exhibit A and incorporated by reference herein.
- q. “Term” shall mean the term of this Agreement, as set forth in Article 7 hereof.

2. ELECTRIC SERVICE PRIOR TO FIRST STEEL MELT

All electricity supplied for, on behalf of, or during the construction of, the Facility prior to First Steel Melt shall be provided pursuant to the appropriate filed rates, terms and conditions, and shall not be provided pursuant to the Special Terms and Conditions.

3. ELECTRIC SERVICE UPON AND FOLLOWING FIRST STEEL MELT

- a. Commencing at 12:00 AM on the day of First Steel Melt and continuing throughout the remainder of the Term hereof, Nucor shall purchase all of its requirements of electricity for the Facility from Dominion Energy North Carolina pursuant to this Agreement and the Special Terms and Conditions attached hereto; provided,

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however, Nucor shall have the right to install and operate non-parallel on-site generation. Should Nucor desire to install on-site generation to be operated in parallel with Dominion Energy North Carolina's system, the parties will, at Nucor's request, negotiate in good faith to establish the appropriate terms and conditions for such an arrangement.

- b. Supply of electricity under this Agreement is considered as non-firm service and shall be subject to the rights of Dominion Energy North Carolina to interrupt the supply of electricity pursuant to the Special Terms and Conditions.

4. EFFECT OF COMPETITION

- a. If, during the Term hereof, (i) legislative or regulatory action provides the opportunity for customers to exercise choice of generation suppliers or to participate in other forms of retail electric competition in the State of North Carolina or specifically on the Dominion Energy North Carolina system, or (ii) if by pilot project, Nucor chooses to take advantage of such an opportunity for customer choice or retail electric competition at the Facility for some or all of its load, then, at either party's request (Dominion Energy North Carolina may not make such a request effective until at least one year after the date retail competition is actually available to Nucor in the state of North Carolina on Dominion

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Energy North Carolina's system), the parties shall meet and agree to amend the Agreement to effect the following:

- (1) the obligations of Nucor to purchase its requirements of electricity from Dominion Energy North Carolina shall cease for the portion of load that is able to be removed legally from Dominion Energy North Carolina's obligation to serve (the "Removed Load");
- (2) the obligations of Dominion Energy North Carolina to provide the supply of electricity (the commodity) to the Facility as provided in Section 14 hereof shall cease for the Removed Load;
- (3) the monthly charges for service (other than facilities charges, if any), and the provisions related to interruption, curtailment and economic buy-throughs, as set forth in this Agreement and the Special Terms and Conditions, shall no longer be effective for the Removed Load; provided, however, all Special Terms and Conditions shall continue to apply to electricity that does not constitute Removed Load; and
- (4) Dominion Energy North Carolina shall transmit Removed Load for Nucor on a firm basis over its system (if a firm transmission path, to the extent necessary, is available over Dominion Energy North Carolina's interconnections with

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other systems), deliver such electricity to Nucor and provide necessary ancillary services to Nucor in accordance with the appropriate transmission tariff. Dominion Energy North Carolina shall retain the right and the equipment to interrupt the Facility if necessary for transmission reasons.

- b. Following the date that the amendments (referred to in Section 4a. above) to this Agreement are effective, Dominion Energy North Carolina (or an affiliate of Dominion Energy North Carolina) shall have the right to compete with other electric generation suppliers for the right to supply the Facility with electric energy.
- c. Notwithstanding Sections 4a. and 4.b. above, if Customer receives a bona fide offer from another entity to provide Customer's requirements of electric energy at the Facility (a "Third-Party Offer"), at least fifteen business days prior to acceptance of such offer, Customer shall provide Dominion Energy North Carolina with written notice of the existence of a Third-Party Offer. Upon Dominion Energy North Carolina's receipt of notice of a Third-Party Offer, Dominion Energy North Carolina shall have ten business days to propose a counter-offer to provide Customer's requirements of electric energy at the Facility before Customer may accept the Third-Party Offer.
- d. Dominion Energy North Carolina's right to notice of offers and to make counter-offers described in this Section 4 shall continue in

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effect until the end of the Term hereof (including any extensions thereto).

5. NECESSARY APPROVALS AND MODIFICATIONS

- a. This amended Agreement (including Exhibit A “Special Terms and Conditions” and the revised Schedule NS consistent with this amended Agreement) for electric service is expressly conditioned upon, and shall be subject to, any approvals or authorizations (an “Approval”) that may be required by the Commission, which shall have continuing regulatory authority over this Agreement. The provisions of this Agreement, and Schedule NS, including all rates and the terms and conditions of service, are subject to modification at any time by Commission order. When the Agreement and/or Schedule NS are so modified, they shall supersede the provisions hereof and the rates attached hereto and made a part of this Agreement. The rates, terms and conditions contained in this amended Agreement supersede those of the original Agreement dated April 30, 1999 and the amended Agreements dated May 30, 2002, March 1, 2005 and September 26, 2010, and will be made effective with the effective date of Schedule NS as approved by the Commission but no earlier than January 1, 2018.
- b. The Parties shall use their best efforts to seek and support the Commission’s initial Approval of this amended Agreement within a

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reasonable time by filing such papers, presenting such testimony, and taking such other actions as may be necessary or appropriate to secure the Approval.

- c. If the Commission fails to grant any necessary Approval to this amended Agreement and/or Schedule NS, then this amended Agreement shall terminate automatically.
- d. If the Commission grants Approval of this amended Agreement, but modifies any essential provision of this amended Agreement (as defined by either Party hereto), then the Parties agree to negotiate in good faith to continue the arrangement as contemplated herein; provided, however, if no agreement can be reached within 30 days, then either Party may terminate this amended Agreement by giving at least ten days written notice to the other Party.
- e. If the Commission fails to grant any necessary Approval of this amended Agreement within 180 days of the effective date of the amended Agreement dated December 19, 2014, then either party may terminate this amended Agreement by giving at least ten days written notice to the other Party.
- f. At any time during the Term hereof, if any Regulatory Body issues a final decision which adversely impacts the economic benefits of this contract to the Company or Nucor, then the Parties shall immediately commence negotiations to amend this Agreement so as to minimize any adverse financial impact on either party

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resulting from such decision; provided, however, if the Parties are unable to reach agreement on any such amendment within 60 days of the date of the Regulatory Body's decision, then either party may terminate this Agreement, such termination to be effective no sooner than 90 days after the date of written notification to the other party.

- g. The termination of this Agreement for any reason, except as in Section 4.a., shall not relieve Dominion Energy North Carolina of its legal obligation to provide electric service to Customer at the Facility.

6. PROVISION OF PRICING INFORMATION

- a. Dominion Energy North Carolina shall provide Nucor with electricity pricing information pursuant to the terms and conditions set forth in the Special Terms and Conditions. To the extent that Nucor requires equipment to receive, store or process such electricity pricing information, Nucor shall provide such equipment at its own cost.
- b. The pricing information supplied to Nucor pursuant to the Special Terms and Conditions concerning Economic Buy-throughs is based on then current market prices and shall not be subject to an after-the-fact actual cost verification or any manner of actual cost "true up."

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7. TERM

- a. Unless sooner terminated or extended pursuant to the terms hereof, the Initial Term of this Agreement shall commence on the effective date hereof and shall continue in effect through the earlier of midnight December 31, 2019, or midnight the day before the effective date of rates approved by the Commission in the Company's next general rate case. This Agreement shall thereafter extend for successive Renewal Terms of two years ("Renewal Term(s)") unless terminated by written notice from either party at least 365 calendar days prior to the end of the Initial Term or any Renewal Term with the following exception. Should the Company file a general rate case with the Commission prior to December 31, 2019, the written notice provided by either party to terminate the Agreement at midnight the day before the effective date of the rates approved by the Commission in the Company's next general rate case shall be provided at least 306 calendar days prior to the effective date of the rates approved by the Commission in the Company's next general rate case.
- b. If, at any time during the Initial Term or Renewal Term hereof, Nucor desires to take all of its electric service at the Facility from Dominion Energy North Carolina under an applicable electric service tariff, then Nucor shall provide Dominion Energy North Carolina with at least 3 months written notice of its intent to receive

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electric service from Dominion Energy North Carolina under such applicable electric service tariff. Provided, however, if Nucor desires to elect firm service under an applicable tariff, then Company must approve, in advance, the firm level of demand. Upon the effective date of such election, this Agreement shall terminate automatically and be of no further force and effect (except as provided in Section 9.a. (iii)). In the event modifications to a potentially applicable tariff or this Agreement, or development of a new applicable tariff and/or service agreement, are necessary or desirable to either party, then upon request of either party, the parties agree to negotiate in good faith for at least 60 days to attempt to develop the requested new or revised document.

- c. Upon the termination of this Agreement for any reason other than under Section 7.b. above, if Nucor desires electric service from Dominion Energy North Carolina, Nucor may elect any available Dominion Energy North Carolina electric service tariff. In such event, the parties also agree to enter into good faith negotiations regarding an appropriate service agreement and any firm level of demand. In the event modifications to the potentially applicable tariff, or development of a new applicable tariff, are necessary or desirable to either party to fit their specific circumstances, then upon request of either party, the parties agree to negotiate in good faith for at least 60 days to attempt to develop such modifications.

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8. BILLING

- a. Dominion Energy North Carolina shall bill Nucor monthly for the payments due for electric service purchased under this Agreement. Bills will be sent by facsimile to a designated Nucor representative, who shall verify by facsimile to Dominion Energy North Carolina receipt of each bill.
- b. Nucor shall pay such bills within six business days of billing and shall remit payment to Dominion Energy North Carolina using an overnight courier service acceptable to Dominion Energy North Carolina, such that Dominion Energy North Carolina receives payment within seven business days of billing. Bills not paid within such period shall accrue interest, on a daily basis, at the Interest Rate.

9. INTERCONNECTION ARRANGEMENTS

- a. Interconnection Facilities
 - (i) Dominion Energy North Carolina, at its cost, shall provide, own and maintain the necessary Interconnection Facilities (as defined herein) to provide service to Nucor at the Facility; provided however, that Dominion Energy North Carolina is able to utilize the Utility Corridor owned by Nucor without charge to site the Interconnection Facilities. If the Utility Corridor is not adequate to fully meet Dominion

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Energy North Carolina's needs for the Interconnection Facilities (for that portion of the Interconnection Facilities along the corridor), or if Nucor does not make the Utility Corridor available to Dominion Energy North Carolina, for the Interconnection Facilities, then Nucor shall be responsible for the difference between the estimated cost of the Interconnection Facilities (including right of way procurement) as built and the estimated cost of the Interconnection Facilities (including right of way procurement) if Dominion Energy North Carolina were able to fully utilize the Utility Corridor, such difference to constitute the "Excess Amount." Nucor shall pay the Excess Amount through a monthly facilities charge equal to 1.35% of the Excess Amount.

- (ii) To the extent that Dominion Energy North Carolina provides equipment, facilities or services in addition to those necessary to provide normal electric service to the Facility hereunder, Dominion Energy North Carolina and Nucor shall enter into a separate agreement (or agreements) that addresses the obligations of each Party relating to the design, construction, maintenance, ownership and payment for such other equipment, facilities or services. If Nucor elects for Dominion Energy North Carolina, or Dominion

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Energy North Carolina is otherwise entitled, to own and maintain any equipment or facilities other than the normal Interconnection Facilities, then Dominion Energy North Carolina shall provide and maintain such facilities in exchange for a monthly facilities charge of 1.35% of the original cost of such facilities (as mutually agreed to in advance by the Parties).

- (iii) If the Interconnection Facilities are to be removed during or after the Initial Term hereof or any Renewal Term or if Nucor discontinues electric service to the Facility, then (i) if such event occurs during the Term hereof, Nucor shall pay to Dominion Energy North Carolina the sum of the depreciated reproduction cost of the installation of such Interconnection Facilities and the cost of removal (less salvage) or (ii) if the event occurs following the Term hereof, Nucor shall pay to Dominion Energy North Carolina the sum of the depreciated original cost of the installation of such Interconnection Facilities and the cost of removal (less salvage). The rights and obligations set forth in this Section 9.a (iii) shall survive the expiration, termination or cancellation of this Agreement.
- b. In the event that Nucor decides to own the Substation, such ownership shall not preclude Dominion Energy North Carolina (or an affiliate of Dominion Energy North Carolina) from submitting a

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proposal to perform the construction and/or operation and maintenance services at the Substation under a separate arrangement; provided, however, the selection of Dominion Energy North Carolina (or an affiliate of Dominion Energy North Carolina) shall be at Nucor's sole discretion.

- c. Dominion Energy North Carolina shall design and construct its facilities necessary to deliver the electricity to be provided hereunder, and Nucor shall design and construct its facilities (such as the Substation) necessary to receive delivery of electricity hereunder, in accordance with Prudent Electric Utility Practice. Each party shall maintain such facilities in a safe operating condition and in conformity with Prudent Electric Utility Practice. The Parties shall cooperate in the operation and maintenance of the lines, switches, tele-metering equipment, power factor corrective equipment and all Nucor-owned facilities that could affect the proper operation of Dominion Energy North Carolina's transmission system.
- d. Nucor shall design, construct, operate and maintain the Facility, with the objective such that the Facility shall not cause Flicker, Harmonic Distortion, or Power Factors, in excess of the following requirements, at the POCC during normal system operating conditions (i.e., when the minimum short circuit capacity supplied

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by Dominion Energy North Carolina at the POCC is at least 3470 MVA):

- (i) 1.0 or less for the short term flicker (PST99%) and 0.8 or less for the long term Flicker (PLT99%), as measured by the Dominion Energy North Carolina meter, with the 120 volt Flicker frequency weighting curve, as adjusted by removing background Flicker levels not attributable to the Facility; such values shall be evaluated over a two-week period using the measurement method for PST and PLT per IEC 61000-4-15 (1997-11), determined on a rolling basis (with 20,020 values per two-week period for PST and PLT calculated the same way except that PLT will use 12 consecutive PST values), with such values not to exceed 1.0 and 0.8 respectively for more than 1% (201) of the rolling measurement periods.
- (ii) Harmonic current levels, based on a load current equivalent of 0 – [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] MW, shall not exceed the values in the following table for each harmonic order more than 5% of the time based on a probability distribution calculated for a two-week period:

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Harmonic order	Current in the network 230kV [%]
2	2.5
3	2
4	1.5
5	2
6	0.5
7	2
8	0.5
9	2
10	0.5
11	1
12	0.25
13	1
14	0.25
15	1
16	0.25
17	0.75
>18	Acc. IEEE 519-1992
Interharmonics <3rd harmonic	1
Interharmonics >3rd harmonic	0.5

(iii) Power factor, measured over a one-hour period (on the clock hour), shall not be less than 0.95 lagging and Nucor shall provide no more than 60 MVAR of reactive power leading under light real power loading.

- e. (i) Any time during the term of this Agreement, Nucor may propose to Dominion Energy North Carolina, in writing, that revisions to any of the requirements set forth in Section 9.d. above be made. Within 15 days of such written proposal, the parties shall jointly retain the Technology Institute, located at ABB's facility in Raleigh, North Carolina (the "Institute"), to perform a study to determine whether such revisions are necessary and appropriate,

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balancing the need to reasonably protect Dominion Energy North Carolina's other customers from adverse impacts, with the limitations (including cost-effectiveness) of the technology available to Nucor to meet such requirements.

(ii) In the event that the Institute determines that the proposed revision(s) are necessary and appropriate under paragraph 9.e.(i), then the parties shall, in good faith, amend this Agreement to reflect such changed requirements. Both parties agree that the determination by the Institute shall be final and the Parties shall be bound by any such determination.

- f. If (i) Nucor fails to design, install, operate or maintain the necessary facilities and equipment such that the Facility is unable to comply, under normal operating conditions for Dominion Energy North Carolina, with the standards set forth in Section 9.d. above and (ii) Nucor's operation of the Facility has a direct adverse effect on Dominion Energy North Carolina system customers (collectively, an "Objectionable Operation Condition"), then Dominion Energy North Carolina shall provide Nucor with written notice of the occurrence of the Objectionable Operation Condition within 24 hours. Upon receipt of such notice and except as provided for in Section 9.g. below, Nucor shall correct or otherwise discontinue the Objectionable Operation Condition within 24 hours of the time of receipt of Dominion Energy North Carolina's notice (the "Remedial

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Period"). Except as set forth in Section 9.g. below, if Nucor does not correct or otherwise discontinue the Objectionable Operation Condition within the Remedial Period, then Dominion Energy North Carolina shall have the right to deny or suspend electric service to the Facility until Nucor has corrected or otherwise discontinued the Objectionable Operation Condition described in Dominion Energy North Carolina's notice. In the event of a system emergency caused by an Objectionable Operation Condition such that Dominion Energy North Carolina must act without full notice to avoid irreparable harm to the system or other customers, Dominion Energy North Carolina reserves the right to interrupt service to Nucor with less or no notice; in such an event, Dominion Energy North Carolina will use its best efforts to provide as much notice as possible and to resume service as soon as possible.

- g. Notwithstanding Section 9.f. above, if the Objectionable Operation Condition is unable to be corrected within the Remedial Period due to equipment lead times or other circumstances beyond Nucor's reasonable control, then Nucor shall submit for Dominion Energy North Carolina's approval, (i) a written schedule indicating the correction activities and (ii) a written plan of alternative operation of the Facility to eliminate the adverse impact on Dominion Energy North Carolina's system or other customers until such time as the Objectionable Operation Condition is able to be corrected in

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accordance with the proposed schedule (the “Corrective Action”). Dominion Energy North Carolina shall promptly review and, if acceptable, approve Nucor’s proposed Corrective Action. In the event that Nucor fails to take the Corrective Action in accordance with the schedule or fails to operate the Facility in accordance with the alternative operation plan, then Dominion Energy North Carolina shall have the right to deny or suspend electric service to the Facility until Nucor has corrected or otherwise discontinued the Objectionable Operation Condition.

- h. If Nucor fails to remedy an Objectionable Operation Condition as required by Section 9.f. or 9.g. above, as applicable, Dominion Energy North Carolina, may, in its sole discretion, remedy the Objectionable Operation Condition. In such event, Dominion Energy North Carolina shall provide Nucor with an invoice of the costs and expenses reasonably incurred in remedying the Objectionable Operation Condition, and Nucor shall pay such invoice within 30 days of the date thereof.
- i. For purposes of this Section 9, “adverse effect” shall mean (i) any event resulting in a Dominion Energy North Carolina customer complaint that is coincident with Nucor’s operation of the Facility at the POCC beyond the levels set forth in Section 9.d., as measured by the Dominion Energy North Carolina Flicker or power quality meters, and as determined by Dominion Energy North Carolina, to

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be the result of Nucor's operation of the Facility or (ii) any event resulting in equipment damage at a Dominion Energy North Carolina customer facility or a Dominion Energy North Carolina transmission or distribution facility that is coincident with Nucor's operation of the Facility at the POCC beyond the levels set forth in Section 9.d., as measured by the Dominion Energy North Carolina Flicker or power quality meters, and as determined by Dominion Energy North Carolina, to be the result of Nucor's operation of the Facility.

10. METER TESTING AND BILLING ADJUSTMENT

- a. Dominion Energy North Carolina shall test and calibrate meters, or cause them to be tested and calibrated, by comparison with accurate standards at least once each Contract Year. At Nucor's request, Dominion Energy North Carolina shall also make, or cause to be made, special meter tests in addition to the required tests described above. The costs of all tests shall be borne or provided for by Dominion Energy North Carolina; provided, however, that if any special meter test made at Nucor's request indicates that the meters are recording accurately, then Nucor shall reimburse Dominion Energy North Carolina for the reasonable cost of such test. Meters registering not more than two percent (2%) above or below normal shall be deemed to be accurate. The readings of any

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meter which shall have been disclosed by testing to be inaccurate shall be corrected for the ninety (90) days previous to such test in accordance with the percentage of inaccuracy found by such test. Such corrected amount shall be included, without interest, as a debit or credit, as the case may be, in the next monthly billing to Nucor.

- b. If any meter shall fail to register, in part or completely, for any period, then the Parties shall agree as to the amount of energy furnished during such period and Dominion Energy North Carolina shall bill Nucor on that basis.

11. RIGHT OF ACCESS

- a. The duly authorized agents and employees of Dominion Energy North Carolina shall, upon reasonable advance notice, have free access at all reasonable hours to the premises of the Facility and the Substation for (i) installing, repairing, inspecting, testing, renewing or exchanging any or all of its equipment which may be located on the premises of the Facility or the substation, (ii) reading or testing meters or (iii) performing any other work incident to the performance of this Agreement.
- b. In addition, Nucor shall provide Dominion Energy North Carolina with all necessary easements and access to the property owned, leased or otherwise controlled by Nucor for the construction,

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operation and maintenance of all Interconnection Facilities necessary to serve the Facility. Nucor agrees to cooperate with Dominion Energy North Carolina in Dominion Energy North Carolina's maintenance of such Interconnection Facilities and, to that end, Dominion Energy North Carolina shall attempt to schedule maintenance activities at a mutually agreeable time. Absent such mutual agreement, Dominion Energy North Carolina shall schedule the maintenance and provide Nucor reasonable advance notice of the date and time of the maintenance. If Nucor requires such maintenance activities to be performed outside of Dominion Energy North Carolina's normal working hours, then Nucor shall be responsible for such reasonable additional costs incurred by Dominion Energy North Carolina due to work performed outside of normal working hours; provided, however, Nucor shall have the right to verify the amount of such additional costs incurred.

- c. The Parties agree to protect the property of the other Party located on its premises and to permit no one to inspect or tamper with the wiring and apparatus of the other Party except such other Party's agents or employees, or persons authorized by law; provided, however, neither Party assumes the duty of inspecting the wiring or apparatus of the other Party and shall not be responsible therefor.

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12. RESPONSIBILITY FOR DAMAGES OR LOSS

The electricity supplied under this Agreement is supplied upon the express condition that after it passes the Point of Delivery it becomes the property of Nucor, and Dominion Energy North Carolina shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse or presence of the electricity on the Facility, or elsewhere, after it passes the Point of Delivery except where such loss or damage shall be shown to have been caused by the negligence or wrongful acts or omissions of Dominion Energy North Carolina, its agents or employees. Similarly, Nucor shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse or presence of the electricity on Dominion Energy North Carolina's facilities, or elsewhere, before it passes the Point of Delivery except where such loss or damage shall be shown to have been caused by the negligence or wrongful acts or omissions of Nucor, its agents or employees. Dominion Energy North Carolina also shall not be liable for any loss or damage to any person or property whatsoever resulting directly and indirectly from any curtailment or interruption of electric service in accordance with the Special Terms and Conditions.

13. USAGE OF POWER

The electricity delivered to the Facility under this Agreement may be utilized by all ancillary support facilities that are located on the Nucor-

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owned plant site, but otherwise shall not be resold, delivered, shared or distributed to any person, firm, corporation, association or cooperative other than the Facility, it being understood and agreed that Nucor purchases and accepts the electricity delivered to it under this Agreement solely for use by Nucor at the Facility.

14. CONTINUITY OF SERVICE

- a. Notwithstanding the Special Terms and Conditions regarding interruption of electric service, Dominion Energy North Carolina shall use reasonable diligence required of a public utility in the State of North Carolina to provide electricity to the Facility, subject to the rights of curtailment and interruption set forth herein.
- b. If the supply of electricity shall fail or be interrupted, or become defective through acts of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, or any other cause beyond the reasonable control of Dominion Energy North Carolina, then Dominion Energy North Carolina shall not be liable therefor or for damages caused thereby.

15. SERVICE COORDINATION COMMITTEE

Prior to the date of First Steel Melt, each Party shall designate in writing one regular representative (and an alternative representative to act in the absence of the regular representative) familiar with this Agreement and

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with the facilities used to provide electric service hereunder, who shall be authorized to act on the designating Party's behalf in relation to electric service matters included in this Agreement. The individuals so designated shall comprise a Service Coordination Committee and shall cooperate with one another and, from time-to-time as the need may arise, determine and agree upon operating matters pertaining to the coordination of electric service hereunder. The members shall keep one another apprised of projected maintenance schedules of their respective facilities and such other matters as may better harmonize their respective operations. The members of the Committee shall also serve as the designated point of regular contact for the Party they represent. The Committee shall have no authority to revise any provision of this Agreement or to authorize any deviation from the provisions of this Agreement.

16. DISPUTE RESOLUTION

- a. It is the intention of the Parties to make a good faith effort to resolve, without resort to litigation, any dispute, controversy or claim arising out of or relating to this Agreement or any breach, termination or invalidity hereof (a "Dispute") according to the procedures set forth in this Section.
- b. Nucor's and Dominion Energy North Carolina's representatives who receive notices pursuant to Section 18 shall attempt to resolve all Disputes by negotiation. In the event of a Dispute that cannot

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be resolved promptly by those representatives, each Party shall immediately designate a special representative with authority to resolve the Dispute. The designated special representatives shall promptly begin discussions in an effort to agree upon a resolution of the Dispute. If the special representatives do not agree upon a resolution of the Dispute within 20 days of the referral to them, either Party may elect to abandon negotiations. If a Dispute cannot be resolved pursuant to the procedures outlined herein, then either Party may pursue any remedy available to it.

17. ASSIGNMENT

Neither Party shall assign its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment by a Party shall relieve the assignor of its obligations hereunder without the written consent of the other Party to accept the assignee as a substitute obligor.

18. NOTICE

Notice to Nucor under this Agreement shall be sent by registered mail or such other mail service with return receipt requested, as follows:

Controller
Nucor Steel
1505 River Road
Cofield, North Carolina 27922

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Notice to Dominion Energy North Carolina under this Agreement shall be sent by registered mail or such other mail service with return receipt requested, as follows:

Director –Regulation
Virginia Electric and Power Company
P. O. Box 26666
Richmond, Virginia 23261

Notice under this Agreement may alternatively be given to Nucor or Dominion Energy North Carolina by personally delivering a copy of the notice to the applicable address specified above. Notice shall be deemed given under this Agreement as of the date of receipt of such notice. Either Party may, from time to time, designate a different person to whom notice under this Section 18 may be given. Any such designation shall be in writing and given in the manner provided in this Section 18.

19. DEFAULT

- a. If a Party shall fail to perform any obligation under this Agreement such that it is a material breach of the Agreement, then the other Party shall notify in writing the non-performing Party that it has failed to perform and that such non-performance is a material breach of the Agreement. If the non-performing Party fails to perform the obligation, which is the subject of the notification, or otherwise remedy or, in good faith, initiate a remedy, within 30 days from the date of the notification, the non-performing Party shall be

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deemed to be in default under the Agreement (an “Event of Default”).

- b. Following an Event of Default, the non-defaulting Party shall have, along with any other legally available remedies, the option to cancel the Agreement.

20. CONFIDENTIAL TREATMENT

The specific terms of this Agreement are confidential and the confidential treatment accorded this Agreement shall be governed by the Confidentiality Agreement between the parties effective July 1, 1998; provided, however, that either of the parties may disclose the Agreement and/or its specific terms to any governmental official or entity under reasonable confidentiality arrangements intended to prevent public disclosure.

21. MISCELLANEOUS

- a. Headings of Articles. Headings of articles in this Agreement have been inserted for convenience only and shall in no way affect the interpretation of any term or provision hereof.
- b. Severability. Except where expressly stated otherwise, the duties, obligations, and liabilities of the Parties are intended to be several and not joint or collective.

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- c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, without regard to conflicts of laws principles.
- d. Waivers. Any waiver at any time by a Party of its rights with respect to a material breach of the Agreement or an Event of Default or with respect to any other matters arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent material breach of the Agreement or an Event of Default or any other matter.
- e. Benefit of Agreement. This Agreement is intended solely for the benefit of the Parties hereto. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party to this Agreement.
- f. Type of Agreement. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any Agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- g. Filed Terms and Conditions. Unless otherwise expressly addressed herein, Dominion Energy North Carolina's Filed Terms and Conditions shall not apply to the provision of electric service

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hereunder; except that, where not inconsistent with or in conflict with this Agreement, Sections IX, XVI-XVIII and XX, as approved by the Commission, shall apply.

- h. Survivability of Obligations. Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original.
- j. Amendments. This Agreement may not be amended, altered, modified or supplemented, except in a writing signed by authorized representatives of the Parties, with approval by the Commission. Notwithstanding the preceding sentence, this Agreement, including the attached Special Terms and Conditions, and/or Schedule NS, may be modified at any time pursuant to Commission order.
- k. Entire Agreement. This Agreement embodies the entire agreement between the Parties hereto and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof, unless indicated otherwise herein.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be
executed by their duly authorized representatives the day and year first above written.

NUCOR CORPORATION

**VIRGINIA ELECTRIC AND POWER
COMPANY, doing business in North
Carolina as DOMINION ENERGY NORTH
CAROLINA**

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EXHIBIT A

SPECIAL TERMS AND CONDITIONS

I. RELIABILITY

The Company is not obligated to provide firm service under the Agreement. The Company shall have the right to interrupt/curtail the Customer's service in accordance with the provisions below.

II. CAPACITY CURTAILMENT/INTERRUPTION OF ELECTRIC SUPPLY

Dominion Energy North Carolina shall have the right to issue a curtailment notice to Nucor that requires Nucor to curtail its electric service if the Company reasonably and in good faith believes that the current or projected operating conditions on the Dominion Energy North Carolina system, or within systems interconnected with the Dominion Energy North Carolina system, constitute a system emergency such that continued service to Nucor will jeopardize the Company's ability to provide service to firm customers (a "Capacity Curtailment"). Capacity Curtailments for Nucor shall be called only when the Company has also called for interruptions or curtailments of all other interruptible and curtailable customers. Nucor shall be entitled to credit for any Capacity Curtailments as Tier 1 Type A Curtailment Hours under Section III. below.

Nucor may be required to remove its electric arc furnace from operation within no less than [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL]

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of receipt of the curtailment notice and Nucor may be required to remove the remainder of its Facility from operation within **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** of receipt of the curtailment notice. The curtailment notice shall specify the amount of notice being given Nucor and whether said notice applies to Nucor's electric arc furnace and/or the remainder of the Facility. In the event Nucor fails to curtail within the notice period specified by the Company in accordance with this provision, as its sole remedy, Dominion Energy North Carolina shall have the right to physically interrupt service by remotely opening breakers to the Nucor Facility.

The Company shall endeavor to keep Nucor informed of the operating conditions on its system and shall use Prudent Electric Utility Practice to avoid Capacity Curtailments, and if and when they occur despite Dominion Energy North Carolina's best efforts, the Company shall use its best efforts to terminate them as soon as reasonably possible. Where Capacity Curtailments are necessary, Dominion Energy North Carolina shall use its best efforts to limit requested curtailments to Nucor's arc furnaces and permit Nucor to continue to operate the remainder of its Facility.

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III. CURTAILMENT HOURS AND ECONOMIC BUY-THROUGHS

A. TIER 1

Nucor is subject to a maximum of [BEGIN CONFIDENTIAL][REDACTED][END CONFIDENTIAL] Tier 1 Curtailment Periods (a period of one or more consecutive hours that the Company has designated as Tier 1 Curtailment Hours) for a total of up to [BEGIN CONFIDENTIAL][REDACTED][END CONFIDENTIAL] Tier 1 Curtailment Hours for each twelve month period beginning May 1 and ending April 30 (the Curtailment Year), including credit for any hours of Capacity Curtailment under Section II. above. Tier 1 Curtailment Hours may be called by Dominion Energy North Carolina, at its discretion. (Nucor anticipates Dominion Energy North Carolina to call Tier 1 Curtailment Hours each Curtailment Year.) Except as provided below for the winter period, Nucor shall receive a minimum credit of [BEGIN CONFIDENTIAL][REDACTED][END CONFIDENTIAL] Tier 1 Curtailment Hours or credit for the actual number of Tier 1 Curtailment Hours designated, whichever is greater, for each Tier 1 Curtailment Period. Tier 1 Curtailment Hours shall be sixty minute clock hours beginning at the top of the hour. Tier 1 Curtailment Hours shall consist of two types – Type A and Type B.

The Company shall give Nucor at least [BEGIN CONFIDENTIAL][REDACTED][END CONFIDENTIAL] advance notice of the designation of any Tier 1 Curtailment Hours and corresponding Tier 1 Curtailment Period. (Dominion Energy North Carolina may deviate from clock hours beginning at the top of the

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hour and will give: (i) at least [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] advance notice for no more than five (5) PJM-initiated uses of emergency demand-side capacity resources per Curtailment Year; or (ii) at least [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] advance notice in the event of the unexpected loss of a [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] or larger generation unit. In either event, any partial hour will be treated as a full hour toward the Tier 1 limit, and all energy billed during any partial hour will be billed as Tier 3 energy.) When such notice is given, the Company shall designate the duration of the Tier 1 Curtailment Period, the Type (A or B) of the Tier 1 Curtailment Hours in the Tier 1 Curtailment Period (all Tier 1 Curtailment Hours during a Tier 1 Curtailment Period must be one Type), and provide the Company's best estimate of the hourly Economic Buy-through Price (as defined below) for each Tier 1 Curtailment Hour in the Tier 1 Curtailment Period, provided, however, such estimate of the Economic Buy-through Price shall not be considered a firm offer to sell electricity at that price unless the Tier 1 Curtailment notice specifically indicates otherwise. During the winter months (December to March), Dominion Energy North Carolina may designate two separate segments of Tier 1 Curtailment Hours (all Tier 1 Curtailment Hours must be one Type) during the same calendar day as one Tier 1 Curtailment Period, so long as the Company provides [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] notice of such designation prior to the first Tier 1 Curtailment

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Hour for the calendar day. The combined Tier 1 and Tier 2 Curtailment Periods containing two separate segments shall not exceed two per Curtailment Year.

When the Company designates Tier 1 Type A Curtailment Hours, Nucor shall curtail the operation of its electric arc furnace. However, Nucor may buy-through the requested Tier 1 Curtailment Hours and continue to operate the balance of its Facility, subject to payment of the hourly Economic Buy-through Price, as defined below. The Company may designate a maximum of **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** Tier 1 Type A Curtailment Periods per Contract Year for a maximum of **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** Tier 1 Type A Curtailment Hours per Curtailment Year. The Company, in its discretion, may allow Nucor the option to Buy-through some or all of the Tier 1 Type A Curtailment Hours for the arc furnace.

When the Company designates Tier 1 Type B Curtailment Hours, Nucor may buy-through the requested Tier 1 Curtailment Hours and continue to operate its entire Facility, including its arc furnace, subject to payment of the hourly Economic Buy-through Price, as defined below. The Company may designate a maximum of **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** Tier 1 Type B Curtailment Periods per Curtailment Year for a maximum of **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** Tier 1 Type B Curtailment Hours per Curtailment Year.

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The Economic Buy-through Price is the hourly price charged to Nucor for electricity during Curtailment Periods. The Economic Buy-through Price shall equal the fair market price of energy, as determined by Dominion Energy North Carolina in the application of its best judgment and in good faith, for each applicable Tier 1 Curtailment Hour. This Price shall not exceed the hourly price that Dominion Energy North Carolina would sell the same energy at the same time to any other purchaser in the wholesale marketplace.

Dominion Energy North Carolina shall provide the applicable hourly Economic Buy-through Price by telephone to Nucor (Nucor will designate a telephone number to be used for this purpose, which will be answered 24 hours per day) at least 50 minutes prior and no more than 70 minutes prior to each Tier 1 Curtailment Hour, at which time Nucor's representative shall designate the amount of energy (in MWH) that Nucor schedules at that Price. (Nucor may call Dominion Energy North Carolina back closer to the Tier 1 Curtailment Hour to request the latest market price in order to schedule more energy, but Dominion Energy North Carolina is not obligated to provide such energy if it is no longer available.) In the event regional trading practices for hourly electric markets change, Nucor and Dominion Energy North Carolina will negotiate in good faith a modification of the timing of this Economic Buy-through practice to reflect those regional practices. In addition, Nucor and Dominion Energy North Carolina may also establish by mutual agreement other mechanisms to determine and

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communicate the hourly Economic Buy-through Price in lieu of or in addition to this approach (such as a committed price farther in advance, a price for the entire Tier 1 Curtailment Period, an index price, etc.) and to communicate Nucor's desire to purchase and the scheduled amount at the Economic Buy-through Price.

Nucor shall pay Dominion Energy North Carolina for all kWh consumed during each Tier 1 Curtailment Hour at the Economic Buy-through Price. For all kWh consumed in excess of [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] over the amount scheduled by Nucor for that hour, Nucor shall pay, in addition to the Economic Buy-through Price, an under-scheduling penalty of [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] of the Economic Buy-through Price. For all kWh scheduled by Nucor for that hour but not consumed, less [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL], Nucor shall pay as an over-scheduling penalty the Economic Buy-through Price less \$[BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL]/MWH.

B. TIER 2

Nucor is subject to a maximum of [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] Tier 2 Periods and a maximum of [BEGIN CONFIDENTIAL] [REDACTED] [END CONFIDENTIAL] Hours for each twelve month period beginning May 1 and ending April 30 (Curtailment Year). Except for the winter

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months (December to March), each Tier 2 Period shall be at least **[BEGIN CONFIDENTIAL]** consecutive hours in duration. During the winter months, Dominion Energy North Carolina may designate two separate segments of a Tier 2 Period during the same calendar day as a single Tier 2 Period, so long as the Company provides notice of such designation by 5 P.M. the previous day. (Nucor anticipates Dominion Energy North Carolina to call Tier 2 Hours each Curtailment Year.) Tier 2 Hours shall be sixty minute clock hours beginning at the top of the hour. The combined Tier 1 and Tier 2 Curtailment Periods reflecting two separate segments shall not exceed two per Curtailment Year.

The Company may request that Nucor curtail operation of its electric arc furnace for a maximum of **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** Tier 2 Hours, designated as Type A. Nucor, however, may buy-through at the Tier 2, Type A Energy Charge to operate the remainder of the Facility. When curtailment of the electric arc furnace is not requested, Nucor may operate its entire Facility at the Tier 2, Type A Energy Charge.

The other **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** of the **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** Tier 2 Hours will be designated as Type B, subject to the Tier 2, Type B Energy Charge. Nucor, however, may buy-through these curtailments at the Tier 2, Type B Energy

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Charge to operate its entire Facility. The decision to buy-through Tier 2, Type B curtailments shall be within Nucor's sole discretion.

The Company reserves the right to change a designated Tier 2 Hour to a Tier 1 Hour within the notification timeframe for a Tier 1 Hour as stated in Paragraph III.A. above. When a Tier 2 Hour is superceded by a Tier 1 Hour that hour will be treated as a Tier 1 Hour with respect to Tier 1 maximum Hours, maximum Periods and minimum credits as provided in Paragraph III. A., above.

The Company shall give Nucor advance notice of the designation of any Tier 2 Hour (and any request to curtail its arc furnace during that hour) by notifying Nucor of such Tier 2 Hour (and any request to curtail) by 5 PM the previous day.

IV. MONTHLY CHARGES

Nucor shall pay for each kilowatt hour (kWh) of electricity consumed at the Energy Charges as set out below. In addition, Nucor shall pay the Other Monthly Charges set out below for delivery services (transmission and ancillary services), substation (if any) and customer charges.

A. Energy Charges

1. Tier 1 – All hourly energy consumed during a Tier 1 Curtailment Hour, Tier 1 Energy, shall be billed at the applicable hourly Economic Buy-Through Price as described in Section III. A.

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2. Tier 2 Energy Charge

- a. Type A – All hourly energy consumed during a Tier 2, Type A Curtailment Hour shall be billed at a cents-per-kWh (“¢/kWh”) rate of **[BEGIN CONFIDENTIAL]**

Effective For Usage On and After ¢/kWh

Jan. 1, 2018

[END CONFIDENTIAL].

- b. Type B – All energy consumed during a Tier 2, Type B Hour shall be billed at the applicable **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]**. (All **[BEGIN CONFIDENTIAL]** **[END CONFIDENTIAL]** charges in excess of the base fuel charge and all applicable riders shall be credited to Nucor’s base revenue.)

3. Tier 3 – All hourly energy consumed outside of a Tier 1 or Tier 2 period, Tier 3 Energy, shall be billed at a cents-per-kWh rate of **[BEGIN CONFIDENTIAL]**

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Effective For Usage On and After

¢/kWh

Jan. 1, 2018



[END CONFIDENTIAL].

4. Tier 2, Type A and Tier 3 Energy will be billed all applicable Fuel Riders as specified in Paragraph IV. C.1. below.

B. Other Monthly Charges

1. **Reservation Charges for Delivery (Transmission and Ancillary Services) Service:** Nucor will pay Company \$2.06600/KW for transmission and \$0.67600/KW for ancillary services as payment for the delivery of electricity to the facility. Such Reservation Charges shall be applied to the current monthly Billing Demand, as determined in Section V of these Special Terms and Conditions;
2. **Substation Charge:** In the event that Nucor elects to have Company own the Substation, Nucor shall pay Company 1.59% per month of the original cost of such facilities (as mutually agreed to in advance by the parties) in the form of a facilities charge to cover installation, operation, maintenance, replacement and all other costs associated with said Substation; and

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3. **Customer Charge**: Nucor will pay Company a monthly customer charge of \$4,488.02.
4. **Renewable Energy & Energy Efficiency Portfolio Standard Riders (“REPS Riders”)**: For Dominion Energy North Carolina’s REPS Riders recovery purposes, this Agreement includes the collection of the REPS Riders, effective for usage on and after January 1, 2017.
5. **Excess Deferred Income Tax Rider (“Rider EDIT”)**: Under terms of this Agreement, Rider EDIT is applicable to all Tier 2, Type A and Tier 3 kWh for a two-year period, effective for usage on and after November 1, 2016, subject to reconciliation in the second year. Rider EDIT is not subject to refund.

C. Fuel Factor

1. All applicable Fuel Riders will be billed to all Tier 2, Type A and Tier 3 kWh (the base fuel factor is already reflected in the Energy Charges for Tier 1, Tier 2 and Tier 3).
2. For Dominion Energy North Carolina’s fuel recovery purposes, all Energy Charges include the base fuel cost of 2.014¢/kWh and all applicable Fuel Riders.

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D. North Carolina General Franchise Tax

The North Carolina general franchise tax, G.S. § 105-122, is imposed on the Company, pursuant to North Carolina Session Law 2013-316 (see NCUC Dockets M-100, Sub 138 and E-22, Sub 506), and is included in the pricing for all Tier 2, Type A kWh and for all Tier 3 kWh; in the transmission charge and in the ancillary services charge under Reservation Charges for Delivery (Transmission and Ancillary Services) Service; and in the monthly customer charge under Customer Charge. The Parties agree that the sum of the revenue produced by the foregoing charges is designed to collect fully the applicable North Carolina general franchise tax and no additional revenues shall be collected through Tier 1 kWh or Tier 2, Type B kWh charges for the purposes of collecting the North Carolina general franchise tax.

V. DETERMINATION OF BILLING DEMAND FOR DELIVERY SERVICE

The Billing Demand for the current month shall be the highest of:

- A. The highest average kW demand measured during any 60 minute clock-hour interval since September 1, 2000;
- B. 95% of the highest average kVA demand measured during any 60-minute clock-hour interval since September 1, 2000; or
- C. 85,000 kW.

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VI. MODIFICATION TO SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions are subject to modification at any time as ordered by the Commission.

VII. NOTIFICATION

- A. A notification procedure will be established, which shall be mutually agreeable to both parties, to implement interruption of service as may be required in accordance with this Agreement and these Special Terms and Conditions. The procedure may require the installation of a telephone line, at the Customer's expense, dedicated solely to notification.
- B. Notification of Curtailment Hours for Tier 1 and Tier 2 shall be through a procedure established which is mutually agreeable to the Customer and the Company. In the event that notification cannot be accomplished due solely to circumstances attributable to the Company, notification shall not be deemed accomplished and no Curtailment Hours designation shall be applicable to such hour or hours which were the subject of the failed notification.

VIII. METERS AND METER READING

The Company shall provide, own and maintain any metering equipment it deems necessary, including such equipment necessary to properly measure

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Customer's demands and energy usage. The Company shall decide whether to locate metering equipment to measure Nucor's demand and energy usage on the high-side or low-side of the Substation. If such equipment is located on the low-side of the Substation, then Customer's usage shall be adjusted (increased) based on acceptable engineering practice to reflect losses through the Substation. The Customer shall provide the Company with access to the Customer's telephone service necessary for the Company to communicate with its metering equipment.

Virginia Electric and Power Company

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 158, (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 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>. 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:

(Continued)

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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 158 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.

(Continued)

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Schedule 19 - FP
POWER PURCHASES FROM
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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

(Continued)

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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 April 30 and ending at 12:00 midnight September 30:

The on-peak hours are defined as the hours between 11:00 a.m. and 9:00 p.m., Monday through Sunday, including all holidays.

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 6:00 a.m. and 12:00 p.m., plus 5:00 p.m. through 9:00 p.m., Monday through Sunday, including all holidays.

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 April 30; 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 12:00 p.m., plus 5:00 p.m. through 9:00 p.m., Monday through Sunday, including all holidays.

(Continued)

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(Continued)

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

B. Energy - Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified above as on-peak hours.

C. Capacity - On-Peak Hours:

Summer

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

The on-peak hours are defined as the hours between 11:00 a.m. and 9:00 p.m., Monday through Sunday, 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 6:00 a.m. and 12:00 p.m., plus 5:00 p.m. through 9:00 p.m., Monday through Sunday, 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 April 30; or

(Continued)

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(Continued)

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

- (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 12:00 p.m., plus 5:00 p.m. through 9:00 p.m., Monday through Sunday, excluding holidays considered off-peak.

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.

(Continued)

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(Continued)

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

Regardless of nameplate rating the QF may designate the Time-differentiated Mode of Operation. Operators electing the Time-differentiated Variable Mode under this Paragraph IV.B. must also chose either Option A or Option B hours under Paragraph III.

- 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. Operators electing the Fixed Mode under this Paragraph IV.C. must also chose either Option A or Option B hours under Paragraph III.

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:

2.747

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

On-Peak (¢/kWh) 3.183

Off-peak (¢/kWh) 2.435

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(Continued)

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

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 0.178 ¢/kWh.

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.

On-Peak (¢/kWh)	3.211
Off-peak (¢/kWh)	2.523

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 0.178 ¢/kWh. No payment shall be made for generation in excess of 1,000 kWh in any hour.

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; such levelized payments shall incorporate the need for capacity only in those years that the Company's 2018 IRP forecast period has demonstrated a capacity need.

(Continued)

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(Continued)

VII. PAYMENT FOR COMPANY PURCHASES OF CAPACITY (Continued)

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		5.341
On-Peak (¢/kWh) Winter		5.391
On-Peak (¢/kWh) Shoulder		0.987

For all other facilities

Capacity Price

On-Peak (¢/kWh) Summer	2.857
On-Peak (¢/kWh) Winter	2.884
On-Peak (¢/kWh) Shoulder	0.528

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; provided, however, that for QFs whose electric energy output is produced from intermittent energy sources (e.g., solar, wind), annual avoided capacity payments will be limited to the applicable percentage of the maximum capacity payments the QF could receive if it generated at full output during all of the seasonal peak hours, as shown as follows:

(Continued)

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(Continued)

VII. PAYMENT FOR COMPANY PURCHASES OF CAPACITY (Continued)

Generation Technology	Annual Capacity Payment Cap (\$/kW/yr)
Solar - tracking	\$8.55
Solar – fixed tilt	\$5.95
Wind	\$4.83

QFs subject to this annual capacity payment limit will receive monthly capacity payments until the applicable cap is reached, at which point no further capacity payments will be made to the QF during that year of the contract.

VIII. PROVISIONS FOR COMPANY PURCHASE OF THE QF GENERATION

- A. The QF shall own and be fully responsible for the costs and performance of the QF's:
1. Generating facility in accordance with all applicable laws and governmental agencies having jurisdiction;
 2. Control and protective devices as required by the Company on the QF's side of the meter.
- B. The sale of 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/large-business/selling-power-to-dominion-energy/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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(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.

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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 158, (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 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>. 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.

(Continued)

Filed 03-07-19
Electric-North Carolina

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(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 158 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.

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(Continued)

I. APPLICABILITY AND AVAILABILITY (Continued)

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

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.

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(Continued)

III. CONTRACT OPTIONS (Continued)

- 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.
- 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.

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.

(Continued)

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Electric-North Carolina

Superseding Filings Effective For Usage On and
After (i) 11-01-18 and (ii) 01-01-18 Through and
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Docket Nos. E-100, Sub 158 and E-22, Sub 560

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Virginia Electric and Power Company

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

(Continued)

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

B. Capacity Purchase Payments

The Company shall pay a levelized capacity payment for each year of the contract term; such levelized payments shall incorporate the need for capacity only in those years that the Company's 2018 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 IRP most recently filed prior to the commencement of the current biennial proceeding, 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."

(Continued)

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Superseding Filings Effective For Usage On and
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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)	0.4420
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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.

(Continued)

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Superseding Filings Effective For Usage On and
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Virginia Electric and Power Company

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

(Continued)

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/large-business/selling-power-to-dominion-energy/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.

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.

(Continued)

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Virginia Electric and Power Company

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

(Continued)

VII. MODIFICATION OF RATES AND OTHER PROVISIONS HEREUNDER
(Continued)

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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Superseding Filings Effective For Usage On and
After (i) 11-01-18 and (ii) 01-01-18 Through and
Including 10-31-18 For Rebilling Purposes Only.
This Filing Effective For Usage On and After 11-01-18.

Schedule 26
OUTDOOR LIGHTING SERVICE

I. APPLICABILITY

This schedule is applicable to any county or municipality or to any Housing Authority project created under Chapter 157 of the General Statutes of North Carolina; or any board agency or authority thereof; or any other Customer for outdoor lighting service except where installations are prevented by any public authority having jurisdiction or are otherwise unlawful.

Effective on and after April 30, 2008, new and replacement mercury vapor lamped luminaires are unavailable. If only the lamp or photo-control cell fails on an existing mercury vapor lamped luminaire, the Company will replace the lamp or photo-control cell for as long as these replacement parts remain reasonably available from suppliers. If the lamp or photo-control cell fails on an existing mercury vapor lamped luminaire after these replacement parts are no longer reasonably available from suppliers, or if the ballast or housing fails on an existing mercury vapor lamped luminaire, the Company will replace the mercury vapor lamped luminaire with an LED luminaire of similar lumen output and light distribution at no additional charge to the Customer. The replacement LED luminaire shall be billed under the applicable Schedule 26 LED luminaire rate.

In addition, on failure of an existing high pressure sodium vapor lamped luminaire, the Company will replace the high pressure sodium vapor lamped luminaire with an LED luminaire of similar lumen output and light distribution at no additional charge to the Customer. The replacement LED luminaire shall be billed under the applicable Schedule 26 LED luminaire rate.

II. MONTHLY RATE

A. Watchlite, Area, and Roadway Lighting Service

1. Mercury Vapor and Sodium Vapor Lighting

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month
3,300	Mercury Vapor	125	40	\$11.49
7,000	Mercury Vapor	208	70	\$13.47
11,000	Mercury Vapor	294	100	\$15.94
20,000	Mercury Vapor	452	150	\$20.56
33,000	Mercury Vapor	765	250	\$34.87
53,000	Mercury Vapor	1,080	360	\$43.14
5,000	Sodium Vapor	82	30	\$12.30
8,000	Sodium Vapor	120	40	\$13.19
14,000	Sodium Vapor	202	70	\$15.04
23,000	Sodium Vapor	315	105	\$19.33
42,000	Sodium Vapor	490	160	\$30.55
127,000	Sodium Vapor	1,130	380	\$45.00

(Continued)

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Electric-North Carolina

Superseding Filing Effective For Usage
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Schedule 26
OUTDOOR LIGHTING SERVICE

(Continued)

II. MONTHLY RATE (Continued)

2. LED Lighting – Basic Fixtures

Luminaire Rate Tier	Type	Monthly kWh Operating Range	Billed Monthly kWh	Rate per Unit per Month
1	LED	0 – 9	5	\$ 9.95
2	LED	10 – 19	15	\$11.81
3	LED	20 – 29	25	\$13.30
4	LED	30 – 39	35	\$14.19
5	LED	40 – 49	45	\$16.11
6	LED	50 – 69	55	\$19.43
7	LED	60 – 69	65	\$20.64
8	LED	70 – 79	75	\$21.79
9	LED	80 – 89	85	\$23.53
10	LED	90 – 99	95	\$24.58

B. Premium Fixtures

- The following charges are applicable for sodium vapor premium fixtures mounted on non-decorative poles or decorative fluted fiberglass poles. The applicable rate per unit per month is determined in accordance with the pole type as shown below.

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month		
				Non-decorative Pole	Decorative Fluted Pole	Each Additional Unit on Same Pole
5,000	Sodium Vapor	82	30	\$26.97	\$41.05	\$12.68
8,000	Sodium Vapor	120	40	\$27.47	\$42.24	\$13.17
14,000	Sodium Vapor	202	70	\$29.93	\$44.25	\$14.75
23,000	Sodium Vapor	315	105	\$36.27	Not Available	\$21.06
42,000	Sodium Vapor	490	160	\$39.71		\$24.50

(Continued)

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Schedule 26
OUTDOOR LIGHTING SERVICE

(Continued)

II. MONTHLY RATE (Continued)

2. The following charges are applicable for LED premium fixtures mounted on non-decorative poles or decorative fluted fiberglass poles.

Luminaire Rate Tier	Type	Monthly kWh Operating Range	Billed Monthly kWh	Rate per Unit per Month
1	LED	0 – 9	5	\$26.19
2	LED	10 – 19	15	\$26.83
3	LED	20 – 29	25	\$28.82
4	LED	30 – 39	35	\$30.81
5	LED	40 – 49	45	\$31.46
6	LED	50 – 69	55	\$32.10
7	LED	60 – 69	65	\$32.74
8	LED	70 – 79	75	\$33.38
9	LED	80 – 89	85	\$34.66
10	LED	90 – 99	95	\$35.30

C. Wide-area Lighting Service (Expressway fixture)

Wide-area lighting is provided under this paragraph using Expressway-type fixtures mounted on non-decorative poles.

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month	
				First Unit per Pole	Each Additional on Same Pole
23,000	Sodium Vapor	315	105	\$44.80	\$26.65
42,000	Sodium Vapor	490	160	\$49.52	\$30.89

(Continued)

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Schedule 26
OUTDOOR LIGHTING SERVICE

(Continued)

II. MONTHLY RATE (Continued)

D. Directional Lighting Service

Directional lighting is provided under this paragraph for directional fixtures mounted on non-decorative poles.

Approximate Lumens	Type	Input Wattage	Monthly kWh	Rate per Unit per Month	
				First Unit per Pole	Each Additional on Same Pole
20,000	Mercury Vapor	452	150	\$21.74	\$17.27
53,000	Mercury Vapor	1,080	360	\$41.24	\$27.53
42,000	Sodium Vapor	490	160	\$31.51	\$17.76
127,000	Sodium Vapor	1,130	380	\$44.38	\$30.72

E. Suburban Lighting Service -- Residential Underground only

Suburban poles and fixtures are available for providing area lighting to residential property exclusive of apartments, condominiums and townhouses. The monthly charges for Suburban Lighting Service are as follows:

Approximate Lumens	Input Wattage	Monthly kWh	Rate per Unit per Month
5,000	82	30	\$15.32
8,000	120	40	\$16.12

F. Fuel Costs

The energy charges in this schedule contain a base fuel cost of 2.095 cents per kilowatthour.

G. The rate per unit per month in Paragraphs II.A.1., II.A.2., II.B.1., II.B.2., II.C., II.D. and II.E., above, shall be increased or decreased by any applicable Riders.

H. Minimum Charge

The monthly minimum charge will be the rate specified in Paragraph II.A., II.B.1., II.B.2., II.C., II.D., or II.E., above. The minimum charge shall be increased or decreased by any applicable Riders.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 06-01-18. This Filing
Effective For Usage On and After 01-01-18.

Schedule 26
OUTDOOR LIGHTING SERVICE

(Continued)

III. CONVERSION CHARGE

Upon Customer request, the Company will convert an existing mercury vapor or sodium vapor luminaire, billed in accordance with the applicable of Paragraph II.A.1. or II.B.1., above, to an available LED luminaire upon payment, in advance, by the Customer to the Company of the applicable Conversion Charge, as shown below:

For Luminaires Billed in Accordance With	Conversion Charge
Paragraph II.A.1. Mercury Vapor Lighting	\$0.00
Paragraph II.A.1. Sodium Vapor Lighting	\$131.00
Paragraph II.B.1. Sodium Vapor Lighting	\$364.00

The above Conversion Charges will not apply if the lamp or photo-control cell fails on an existing mercury vapor luminaire, after these replacement parts are no longer reasonably available from suppliers or if the ballast or housing fails.

IV. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance, will be added to the current bill.

V. BILLING

The Company shall have the option of monthly or bimonthly billing.

VI. TERMS AND CONDITIONS

The complete installation is to be provided, maintained and operated by the Company and will remain the property of the Company. The type of fixture and method of installation shall be in accordance with Company standards. Normally, overhead lights will be installed on Company wood poles or on other wood poles on which the Company has installed standard attachments. Installations on buildings or structures belonging to the Customer or to others will not be permitted.

The Company shall not be obligated to construct or own any line extension or other facilities to provide outdoor lighting service, the cost of which shall exceed four times the continuing annual revenue, excluding approved fuel charge revenue, anticipated from any such line extension. If the cost of installing the line extension or other facilities is in excess of four times the anticipated continuing annual revenue, excluding approved fuel charge revenue, the Customer will pay to the Company, in advance of the construction of the extension or other facilities, an amount equal to the excess cost.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 06-01-18. This Filing
Effective For Usage On and After 01-01-18.

Schedule 26
OUTDOOR LIGHTING SERVICE

(Continued)

VI. TERMS AND CONDITIONS (Continued)

Outside the areas designated by the Company as underground distribution areas, when the Company is requested by the Customer to install underground units for outdoor lighting service, the Company will make such an installation provided the Customer pays to the Company, in advance, the amount by which the cost of the installation exceeds four times the continuing annual revenue, excluding approved fuel charge revenue anticipated from the installation. The Customer, however, shall install, own and maintain all fixed items such as conduit, pads, handholds and pole foundations. Poles will not be considered fixed items. Within the areas designated by the Company as underground distribution areas, the Company shall not be obligated to construct or own any facilities beyond the property line of the Customer.

The Customer shall report to the Company, as promptly as possible any and all lights that are out or not burning properly. The Company will endeavor to replace or repair such lights on the next following regular working day.

VII. TERM OF CONTRACT

Open order where the fixtures and other service facilities are in place. In all other cases, the term of contract shall be such as may be mutually agreed upon, but not less than one year.

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 06-01-18. This Filing
Effective For Usage On and After 01-01-18.

Schedule 30
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ELECTRIC SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any county or municipality or to any Housing Authority project created under Chapter 157 of the General Statutes of North Carolina, or any board, agency or authority thereof. This schedule is not applicable to defense or veteran housing projects or for breakdown, relay or parallel operation service.

II. MONTHLY RATE

A. Miscellaneous Light and Power Service

1. Basic Customer Charge
Basic Customer Charge \$18.77 per billing month
2. Plus kW Demand Charge
First 100 kW or less included in kWh Charge
All kW over 100 @ \$3.43 per kW
3. Plus Energy Charge
 - a. For billing months of June through September:

First 800 kWh	@	9.367¢ per kWh
Next 2200 kWh*	@	9.297¢ per kWh
Additional kWh	@	7.211¢ per kWh
 - b. For billing months of October through May:

First 800 kWh	@	8.623¢ per kWh
Next 2200 kWh*	@	8.554¢ per kWh
Additional kWh	@	6.483¢ per kWh

*Add 200 kWh for each kW of demand over 10 through 30 kW, and add 100 kWh for each kW of demand over 30 kW.

The energy charges in this schedule contain a base fuel cost of 2.093 cents per kilowatthour.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 30
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ELECTRIC SERVICE

(Continued)

II. MONTHLY RATE (Continued)

4. The energy charges in II.A.3., above, shall be increased or decreased by any applicable Riders.
5. Minimum Charge

The Minimum Charge shall be determined as the highest of the following increased or decreased by any applicable Riders:

- a. The Basic Customer Charge in Paragraph II.A.;
- b. The kW of Demand determined under Paragraph IV. of this schedule, multiplied by \$5.66 per kW for the billing months of June through September or \$2.33 per kW for the billing months of October through May;
- c. Any Contract Minimum Dollar Amount provided for in the Agreement for the Purchase of Electricity executed between the Company and the Customer.

B. Outdoor Lighting Service Available under Schedule 26

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance will be added to the current bill.

IV. DETERMINATION OF DEMAND

When a demand meter is present and when the use of electricity exceeds 3,000 kWh for any billing month or has exceeded 3,000 kWh for any billing month during the preceding eleven months, the kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month. When a Customer transfers from another schedule to this schedule the use of electricity under the former schedule will be used to determine the applicability of the demand provisions of this schedule.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 30
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ELECTRIC SERVICE

(Continued)

V. METER READING AND BILLING

- A. Meters may be read in units of 10 kWh and bills rendered accordingly. For unmetered traffic control service installations, one-twelfth of the estimated annual kWh will be billed each month.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two; the number of kWh specified in each block of the Monthly Rate shall be multiplied by two before the rates per kWh are applied to the usage for the bimonthly period; the Demand Charge for all kW in excess of 100 kW shall be multiplied by two; and the Minimum Charge, excluding all applicable Riders, shall be multiplied by two. All applicable Riders shall be added to such modified Minimum Charge.

VI. TERM OF CONTRACT

Open order, unless the Customer or Company requests a written contract. In such case, the term of contract for the purchase of electricity under this schedule shall be mutually agreed upon, but not less than one year.

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 30T
COUNTY, MUNICIPAL OR STATE
TRAFFIC CONTROL SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any county, municipal, or state-owned traffic control service.

II. MONTHLY RATE

- A. Basic Customer Charge
Basic Customer Charge \$8.74 per billing month

- B. Plus Energy Charge

1. All kWh @ 8.003¢ per kWh

The energy charge in this schedule contains a base fuel cost of 2.095 cents per kilowatthour.

2. The energy charge in II.B., above, shall be increased or decreased by any applicable Riders.

- C. The minimum charge shall be such as may be contracted for but not less than the Basic Customer Charge in II.A., above. The minimum charge shall be increased or decreased by any applicable Riders.

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance will be added to the current bill.

IV. METER READING AND BILLING

- A. For unmetered services connected prior to August 1, 1973, the wattage of the lamp(s) will be determined and the annual kWh estimated. One-twelfth of the estimated annual kWh will be billed each month.
- B. Services connected on and after August 1, 1973, will be metered. Meters may be read in units of 10 kWh and bills rendered accordingly.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 30T
COUNTY, MUNICIPAL OR STATE
TRAFFIC CONTROL SERVICE

(Continued)

IV. METER READING AND BILLING (Continued)

- C. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- D. When bills are calculated for a bimonthly period, the Basic Customer Charge shall be multiplied by two and the minimum charge shall be the modified Basic Customer Charge.

V. TERM OF CONTRACT

Open order, unless the Customer or Company requests a written contract. In such case, the term of the contract for the purchase of electricity under this schedule shall be mutually agreed upon, but not less than one year.

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 42
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ALL-ELECTRIC BUILDING SERVICE

I. APPLICABILITY

This schedule is applicable to the supply of alternating current electricity to any county or municipality or to any Housing Authority project created under Chapter 157 of the General Statutes of North Carolina, or any board, agency or authority thereof. This schedule is for service to any all-electric public school or other all-electric public building owned or leased by the county or municipality or Housing Authority provided:

- A. Each building is normally occupied by employees of the county or municipality, or tenants of the Housing Authority for not less than 180 days per year.
- B. Electricity used in each building is for all purposes including space heating, water heating and cooking.
- C. Electric space heating equipment in each building is permanently installed and no other source of comfort heating is used.

This schedule is not applicable to defense or veteran housing projects or for breakdown, relay or parallel operation service.

II. MONTHLY RATE

- A. Basic Customer Charge
Basic Customer Charge \$18.77 per billing month
- B. Plus Energy Charge
9.280¢ per kWh for billing months of June through September
6.782¢ per kWh for billing months of October through May

The energy charges in this schedule contain a base fuel cost of 2.093 cents per kilowatthour.
- C. Plus kW Demand Charge
First 100 kW of demand or less included in Energy Charge
All kW over 100 @ \$3.42 per kW
- D. The energy charges in II.B., above, shall be increased or decreased by any applicable Riders.
- E. The minimum charge shall be the Basic Customer Charge in II.A., above. The minimum charge shall be increased or decreased by any applicable Riders.

(Continued)

Filed 03-07-19
Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

Schedule 42
COUNTY, MUNICIPAL OR HOUSING AUTHORITY
ALL-ELECTRIC BUILDING SERVICE

(Continued)

III. LATE PAYMENT CHARGE

Current bills are due and payable from the billing date. When bills are not paid in full within twenty-five (25) days from the billing date, a late payment charge of 1% per month, based on the unpaid balance will be added to the current bill.

IV. DETERMINATION OF DEMAND

The kW of demand will be determined as the highest average kW load measured in any 30-minute interval during the billing month.

V. METER READING

- A. Meters may be read in units of 10 kWh and bills rendered accordingly.
- B. The Company shall have the option of reading meters monthly or bimonthly. When the meter is read at other than monthly intervals, the Company may render an interim monthly bill based on estimated kWh use during periods for which the meter was not read.
- C. When bills are calculated for a bimonthly period, the minimum charge and demand charge for all kW in excess of 100 kW will be multiplied by two.

VI. EQUIPMENT SPECIFICATIONS

The type, design and size of tank, the size and number of heater units, and the method of water heater operation are subject to approval by the Company.

The type, design, capacity, method of operation, and installation of the electric space heating equipment are subject to approval by the Company. The electric space heating design and installation shall conform to good engineering practice and provide for satisfactory operation and comfort.

VII. TERM OF CONTRACT

The term of contract for the purchase of electricity under this schedule shall be such as may be mutually agreed upon, but not less than one year.

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Electric-North Carolina

Superseding Filing Effective For Usage
On and After 01-01-17. This Filing
Effective For Usage On and After 01-01-18.

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Exhibit of Applicable Riders

EXHIBIT OF APPLICABLE RIDERS

- I. The riders listed below are applicable to the following Dominion Energy North Carolina filed Rate Schedules 1, 1DF, 1P, 1T, 1W, 5, 5C, 5P, 6C, 6L, 6P, 6VP, LGS – RTP With Customer Baseline Load, LGS – RTP – Economic Development, NS, 7, 10, 26, 30, 30T, and 42, as well as applicable charges specified in any special rates, contracts or incentives.

Rider	Description	Effective For Usage On and After
A	Fuel Cost Rider	02-01-19
B	Experience Modification Factor (EMF)	02-01-19
C	Demand Side Management/ Energy Efficiency Rider	02-01-19
CE	DSM/EE Experience Modification Factor (DSM/EE EMF)	02-01-19
EDIT	Excess Deferred Income Tax Credit Rider	01-01-18 Through and Including 10-31-18
RP	Renewable Energy & Energy Efficiency Portfolio Standard Rider	02-01-19
RPE	RPS Experience Modification Factor (REPS EMF)	02-01-19

- II. The riders listed below may apply based upon the circumstances as indicated in the applicability section of the specific rider.

Rider	Description	Effective Date
CO	NC GreenPower Carbon Offset Program	For Bills Rendered on and After 08-01-11
D	Tax Effect Recovery Factor	01-01-18
EDR	Economic Development	11-01-16
F	Receivers or Trustees	06-01-54
GP	NC GreenPower Program	For Bills Rendered On and After 04-09-15
REN	NC GreenPower Program	For Bills Rendered On and After 07-28-03

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Riders

RIDER EDITEXCESS DEFERRED INCOME TAX CREDIT RIDER

The following Dominion Energy North Carolina filed Rate Schedules and special rates, contracts or incentives shall be increased by the applicable cents per kilowatt-hour charge.

Rate Schedule	Customer Class	Cents per kWh Charge
Schedule 1	Residential	-0.212¢/kWh
Schedule 1DF	Residential	-0.212¢/kWh
Schedule 1P	Residential	-0.212¢/kWh
Schedule 1T	Residential	-0.212¢/kWh
Schedule 1W	Residential	-0.212¢/kWh
Schedule 5	SGS & Public Authority	-0.177¢/kWh
Schedule 5C	SGS & Public Authority	-0.177¢/kWh
Schedule 5P	SGS & Public Authority	-0.177¢/kWh
Schedule 7	SGS & Public Authority	-0.177¢/kWh
Schedule 30	SGS & Public Authority	-0.177¢/kWh
Schedule 42	SGS & Public Authority	-0.177¢/kWh
Schedule 6C	Large General Service	-0.140¢/kWh
Schedule 6L	Large General Service	-0.140¢/kWh
Schedule 6P	Large General Service	-0.140¢/kWh
Schedule LGS – RTP With Customer Baseline Load	Large General Service	-0.140¢/kWh
Schedule LGS – RTP Economic Development	Large General Service	-0.140¢/kWh
Schedule 10	Large General Service	-0.140¢/kWh
Schedule 26	Outdoor Lighting	-0.564¢/kWh
Schedule 30T	Traffic Control	-0.311¢/kWh
Schedule 6VP	6VP	-0.110¢/kWh
Schedule NS Tier 2-Type A and Tier 3 Energy Charges	Schedule NS	-0.066¢/kWh
Schedule NS Tier 1 Type A & B, and Tier 2-Type B Energy Charges	Schedule NS	Rider EDIT is Included in the Energy Charges

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Electric-North Carolina

Superseding Filing Effective For Usage On and After 12-06-17 Through and Including 10-31-18.
This Filing Effective For Usage On and After 01-01-18 Through and Including 10-31-18.

RIDER D

TAX EFFECT RECOVERY

Contributions in aid of construction (“contributions”) made pursuant to the following provisions of the Terms and Conditions shall be multiplied by a Tax Effect Recovery Factor (TERF) of 1.1542 to determine the total payment amount due from the Customer (or Applicant):

1. Section IV – Service Connections, Paragraphs F.3.a and F.3.b. (one-time charge only)
2. Section XXII, Electric Line Extensions and Installations

The TERF shall also be applied to other contributions that may occur from time to time to the extent they are classified as taxable income to the Company. However, the TERF shall not be applied to contributions for the provision of temporary service.

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing Federal Tax Cuts and Jobs Act Compliance Filing, as filed in Docket Nos. M-100, Sub 148; E-22, Sub 560; and E-22, Sub 532, were served electronically or via U.S. mail, first-class, postage prepaid, upon all parties of record.

This, the 8th day of March, 2019.

/s/E. Brett Breitschwerdt

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