

June 29, 2022

VIA Electronic Filing

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

**Re: Docket No. E-100, Sub 175
Biennial Determination of Avoided Cost Rates for Electric Utility
Purchases from Qualifying Facilities – 2021**

Dear Ms. Dunston:

Enclosed for filing in the above-captioned proceeding on behalf of Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina (“DENC” or the “Company”), are the Company’s Modified Revised LEO Forms.

With its Initial Statement filed in this proceeding on November 1, 2021, the Company proposed to apply the findings of the Federal Energy Regulatory Commission’s Order No. 872¹ by revising the Company’s Legally Enforceable Obligation (“LEO”) Forms to include confirmation that the qualifying facility (“QF”) seeking to sell its output to DENC is not less than one mile, or between one and 10 miles, of an affiliated facility using the same energy resource, for purposes of determining whether affiliated QFs are located at the same site. DENC stated that if the QF is located between one and 10 miles of an affiliated facility using the same energy resource, the revised LEO Forms allow the QF to provide more detailed confirmations to rebut the presumption that it is located at the same site as the affiliated project.²

In its reply comments filed in this docket on March 31, 2022, the Southern Alliance for Clean Energy (“SACE”) objected to the Company’s proposal that a QF that is located between one and ten miles from an affiliated facility provide additional information on the LEO Form to rebut the presumption that it is located at the same site as the affiliated project. SACE commented that the presumption for facilities located between one and ten miles from an affiliated facility is that they are separate facilities and

¹ *Implementation Issues Under the Public Utility Regulatory Policies Act of 1978*, Order No. 872, 172 FERC ¶ 61,041 (2020).

² Initial Statement and Exhibits of Dominion Energy North Carolina at 30, Docket No. E-100, Sub 175 (filed Nov. 1, 2021).

there is no need to provide the Company additional information to show they are separate. SACE also expressed concern that the additional information requested could result in confusion with the QF's FERC Form 556.³

Upon further consideration of this issue, the Company is modifying the proposed revisions to its LEO Forms to require only factual statements regarding a QF's proposed geographic location with respect to any affiliates using the same energy resource, but no additional information or confirmations, in view of the rebuttable presumption that a QF located between one and ten miles of an affiliated QF using the same energy resource is not located at the same site as provided in Order No. 872. The factual statements to be confirmed on the modified LEO forms will simply clarify the location of the QF for the Company's informational purposes.

The Company has shared the modified LEO form language with SACE and SACE has confirmed that the modifications address its main concern with the language included in DENC's originally proposed LEO forms as discussed in SACE's reply comments, as the modifications are consistent with the Order No. 872 presumption that facilities located between one and ten miles from each other are not located at the same site and will reduce the likelihood of inconsistency between the LEO forms and the Form 556.

The Company is filing the following exhibits to reflect the changes to its revised LEO forms proposed for this proceeding; these exhibits should replace their corresponding exhibits filed in this docket on November 1, 2021:⁴

- Modified Exhibit DENC-13 – redline to the Small QF Retrofit Storage LEO Form proposed in DENC's November 1, 2021, Initial Statement;
- *New*: Exhibit DENC-13A – clean Small QF Retrofit Storage LEO Form;
- Modified Exhibit DENC-14 – redline to the Large QF Retrofit Storage LEO Form proposed in DENC's November 1, 2021, Initial Statement;
- *New*: Exhibit DENC-14A – clean Large QF Retrofit Storage LEO Form;
- Modified Exhibit DENC-15 – redline to the revised Small QF LEO Form proposed in DENC's November 1, 2021, Initial Statement;
- Modified Exhibit DENC-16 – clean modified Small QF LEO Form;
- Modified Exhibit DENC-17 – redline to the revised Large QF LEO Form proposed in DENC's November 1, 2021, Initial Statement; and
- Modified Exhibit DENC-18 – clean modified Large QF LEO Form.

³ Reply Comments of Southern Alliance for Clean Energy at 7-9, Docket No. E-100, Sub 175 (filed Mar. 31, 2022).

⁴ In addition to replacements for Exhibits DENC-15 through DENC-18 and DENC-13 through DENC-14, the Company is also submitting new Exhibits DENC-13A and DENC-14A in order to show redlines against the newly proposed Retrofit LEO Forms proposed on November 1, 2021.

Ms. Shonta Dunston, Chief Clerk

June 29, 2022

Page 3

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

Very truly yours,

/s/Andrea R. Kells

ARK:kjg

Enclosures

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JUN 29 2022

**NOTICE OF COMMITMENT TO SELL THE OUTPUT
OF A QUALIFYING FACILITY OF NO GREATER THAN 1 MEGAWATT
MAXIMUM CAPACITY TO
DOMINION ENERGY NORTH CAROLINA – ENERGY STORAGE DEVICE
RETROFITS**

Instructions to QF: The QF shall deliver, via certified mail, courier, hand delivery or email, its executed Notice of Commitment to:

Power Contracts
Dominion Energy North Carolina
600 Canal Place,
17N
600 East Canal St.
Richmond, Virginia
23219
powercontracts@dominionenergy.com

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

1. [] (“Seller”) and Virginia Electric and Power Company d/b/a Dominion Energy North Carolina (the “Company”) are parties to a Schedule 19-__ power purchase agreement (“PPA”) for Seller’s __[name of facility or size in MW]__ qualifying facility (“Facility”) located at __[address]__, North Carolina.
2. The name, address, and contact information for Seller is:
Telephone: _____
Email: _____
3. Seller desires to co-locate an Energy Storage Device (“ESD”)¹ at the Facility, with the following characteristics:
 - a. Size (MW AC/DC): _____
 - b. Fuel Type/Technology: _____
 - c. Discharge Rating (Hours): _____
4. Seller hereby commits to continue sell to the Company all of the electrical output, including output from the ESD, of the Seller’s Facility.
5. By execution and submittal of this commitment to sell the output of the Facility (the “Notice of Commitment”), Seller certifies as follows:

¹ “ESD” means a component of the Facility that uses energy storage technology, including but not limited to battery storage.

- a. Eligibility for Schedule 19: with the ESD, Seller will continue to be a qualifying facility (“QF”) with a maximum nameplate capacity of 1,000 kW and eligible for the Company’s Schedule 19.
 - b. Report of Proposed Construction (Rule R8-65): on [date], Seller provided written notice to the NCUC to amend the report of proposed construction for the Facility to reflect the ESD pursuant to NCUC Rule R8-65 (“Report of Proposed Construction”) in Docket No. _____.
 - c. Application to Interconnect to Company’s System: Seller has submitted a new Interconnection Request to the Company pursuant to the North Carolina Interconnection Procedures (“NCIP”) for the ESD, and has submitted, and received notification from the Company pursuant to Section 1.4.1 of the NCIP that Company has received, either:
 - i. the NCIP Attachment 6 Interconnection Request Application Form for Certified Inverter-Based Generating Facilities No Larger Than 20 kW pursuant to NCIP Section 2; or
 - ii. the NCIP Attachment 2 Interconnection Request Application Form requesting Fast Track review pursuant to NCIP Section 3.
6. Through the course of performing diligent project development, Seller has determined and confirms the following with respect to the location of the Facility, including the ESD:²
- a. The Facility is not located less than one (1) mile from an affiliated small power production QF using the same energy resource, and.
 - b. Either: The Facility is not located more than one (1) mile but less than ten (10) miles from an affiliated QF using the same energy resource. If Seller cannot so confirm, Seller has determined and confirms the following:
 - i. The Facility is located more than one (1) mile but less than ten (10) miles from an affiliated QF using the same energy resource; or The Facility does not share interconnection facilities, collector systems or facilities, control systems, step-up transformers, control facilities, or any other infrastructure, or access or easements, or common permits or property leases with an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility; and

² For measurement purposes all distances will be calculated as the distance between the edge of the nearest “electrical generating equipment” at the Facility and an affiliated QF using the same energy resource. The term “affiliate” is as defined at 18 C.F.R. § 35.36(a)(9).

- ii. The Facility is located more than ten (10) miles from an affiliated QF using the same energy resource; or~~The Facility is not owned or controlled by the same person(s) or affiliated person(s) or operated and maintained by the same or affiliated entity(ies) as an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility; and~~
 - iii. The Facility has no affiliated QFs using the same energy resource.~~The Facility does not have any of the following in common with an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility: common debt or equity financing; or sharing engineering or procurement contracts.~~
7. For purposes of demonstrating commercial viability and financial commitment to complete the Facility, including the ESD, Seller warrants as follows:
- a. Seller has taken meaningful steps to obtain site control adequate to commence construction of the project at the proposed location;
 - b. Seller has filed an interconnection application with the Company as discussed above at item 3.c.; and
 - c. Seller has submitted all required applications including filing fees to obtain all necessary local permitting and zoning approvals.
8. By execution and submittal of this Notice of Commitment, Seller acknowledges that the legally enforceable obligation date (“LEO Date”) for the ESD component of the Facility will be established upon the Company’s receipt of this Notice of Commitment Form, and shall be based upon (a) the receipted date of deposit of this Notice of Commitment with the U.S. Postal Service for certified mail delivery to the Company, (b) the receipted date of deposit of this Notice of Commitment with a third-party courier (e.g., Federal Express, United Parcel Service) for trackable delivery to the Company, (c) the receipted date of hand delivery of this Notice of Commitment to the Company at the address set forth in paragraph 1, above, or (d) the date on which an electronic copy of this Notice of Commitment is sent via email to the Company if such email is sent during regular business hours (9:00 a.m. to 5:00 p.m.) on a business day (Monday through Friday excluding federal and state holidays). Emails sent after regular business hours or on days that are not business days shall be deemed submitted on the next business day.
9. The LEO Date will be used to determine Seller’s eligibility for the rates, terms

and conditions of the Company's currently effective Schedule 19 for the ESD component of the Facility. The original Facility will continue to receive the rates, terms and conditions specified in the original PPA.

10. Seller acknowledges that the addition of a storage component to an existing Facility constitutes a "Material Alteration," defined as a modification to the Facility which renders the Facility description specified in the original Agreement for the Facility inaccurate in any material sense as determined by the Company in a commercially reasonable manner including, without limitation, (i) the addition of an ESD, defined as a component of the Facility that uses energy storage technology, including but not limited to battery storage; (ii) a modification which results in an increase to the Contracted Capacity, Nameplate Capacity (in AC or DC), generating capacity (or similar term used in the Agreement) or the estimated annual energy production of the Facility (the "Existing Capacity"), or (iii) a modification which results in a decrease to the Existing Capacity by more than five (5) percent, and (2).
11. Seller acknowledges that Article 7 of the current PPA requires prior written consent of the Company to make a Material Alteration, and that execution of an amended PPA between Seller and the Company to reflect the addition of the ESD to the Facility will constitute such written approval.
12. This Notice of Commitment shall automatically terminate and be of no further force and effect in the following circumstances:
 - a. Upon execution of an amended PPA between Seller and Company to reflect the ESD addition to the Facility;
 - b. If a Seller does not execute an amended PPA within sixty (60) days of the Company's delivery of an "executable" amended PPA. An executable amended PPA shall mean a PPA delivered to the QF by the Company that contains all information necessary for execution and that the Company has requested that the QF execute and return.
 - c. A Seller's withdrawal of its commitment to sell as represented by this Notice of Commitment Form prior to expiration of the Notice of Commitment period, as identified in subsection 6.(b) above, shall result in termination of the LEO, and the Seller shall only be offered an as-available rate for a two-year period following such termination of the LEO. Thereafter, the Seller may elect to submit a new Notice of Commitment Form to establish a new LEO.

The undersigned is duly authorized to execute this Notice of Commitment for the Seller:

[Name]

[Title]

[Company]

Date

**NOTICE OF COMMITMENT TO SELL THE OUTPUT
OF A QUALIFYING FACILITY OF NO GREATER THAN 1 MEGAWATT
MAXIMUM CAPACITY TO
DOMINION ENERGY NORTH CAROLINA – ENERGY STORAGE DEVICE
RETROFITS**

Instructions to QF: The QF shall deliver, via certified mail, courier, hand delivery or email, its executed Notice of Commitment to:

Power Contracts
Dominion Energy North Carolina
600 Canal Place,
17N
600 East Canal St.
Richmond, Virginia
23219
powercontracts@dominionenergy.com

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

1. [] (“Seller”) and Virginia Electric and Power Company d/b/a Dominion Energy North Carolina (the “Company”) are parties to a Schedule 19-__ power purchase agreement (“PPA”) for Seller’s __[name of facility or size in MW]__ qualifying facility (“Facility”) located at __[address]__, North Carolina.
2. The name, address, and contact information for Seller is:
Telephone: _____
Email: _____
3. Seller desires to co-locate an Energy Storage Device (“ESD”)¹ at the Facility, with the following characteristics:
 - a. Size (MW AC/DC): _____
 - b. Fuel Type/Technology: _____
 - c. Discharge Rating (Hours): _____
4. Seller hereby commits to continue sell to the Company all of the electrical output, including output from the ESD, of the Seller’s Facility.
5. By execution and submittal of this commitment to sell the output of the Facility (the “Notice of Commitment”), Seller certifies as follows:

¹ “ESD” means a component of the Facility that uses energy storage technology, including but not limited to battery storage.

- a. Eligibility for Schedule 19: with the ESD, Seller will continue to be a qualifying facility (“QF”) with a maximum nameplate capacity of 1,000 kW and eligible for the Company’s Schedule 19.
 - b. Report of Proposed Construction (Rule R8-65): on [date], Seller provided written notice to the NCUC to amend the report of proposed construction for the Facility to reflect the ESD pursuant to NCUC Rule R8-65 (“Report of Proposed Construction”) in Docket No. _____.
 - c. Application to Interconnect to Company’s System: Seller has submitted a new Interconnection Request to the Company pursuant to the North Carolina Interconnection Procedures (“NCIP”) for the ESD, and has submitted, and received notification from the Company pursuant to Section 1.4.1 of the NCIP that Company has received, either:
 - i. the NCIP Attachment 6 Interconnection Request Application Form for Certified Inverter-Based Generating Facilities No Larger Than 20 kW pursuant to NCIP Section 2; or
 - ii. the NCIP Attachment 2 Interconnection Request Application Form requesting Fast Track review pursuant to NCIP Section 3.
6. Through the course of performing diligent project development, Seller has determined and confirms the following with respect to the location of the Facility, including the ESD:²
- a. The Facility is not located less than one (1) mile from an affiliated small power production QF using the same energy resource, and
 - b. Either:
 - i. The Facility is located more than one (1) mile but less than ten (10) miles from an affiliated QF using the same energy resource; or
 - ii. The Facility is located more than ten (10) miles from an affiliated QF using the same energy resource; or
 - iii. The Facility has no affiliated QFs using the same energy resource.

7. For purposes of demonstrating commercial viability and financial commitment to

² For measurement purposes all distances will be calculated as the distance between the edge of the nearest “electrical generating equipment” at the Facility and an affiliated QF using the same energy resource. The term “affiliate” is as defined at 18 C.F.R. § 35.36(a)(9).

complete the Facility, including the ESD, Seller warrants as follows:

- a. Seller has taken meaningful steps to obtain site control adequate to commence construction of the project at the proposed location;
 - b. Seller has filed an interconnection application with the Company as discussed above at item 3.c.; and
 - c. Seller has submitted all required applications including filing fees to obtain all necessary local permitting and zoning approvals.
8. By execution and submittal of this Notice of Commitment, Seller acknowledges that the legally enforceable obligation date (“LEO Date”) for the ESD component of the Facility will be established upon the Company’s receipt of this Notice of Commitment Form, and shall be based upon (a) the receipted date of deposit of this Notice of Commitment with the U.S. Postal Service for certified mail delivery to the Company, (b) the receipted date of deposit of this Notice of Commitment with a third-party courier (e.g., Federal Express, United Parcel Service) for trackable delivery to the Company, (c) the receipted date of hand delivery of this Notice of Commitment to the Company at the address set forth in paragraph 1, above, or (d) the date on which an electronic copy of this Notice of Commitment is sent via email to the Company if such email is sent during regular business hours (9:00 a.m. to 5:00 p.m.) on a business day (Monday through Friday excluding federal and state holidays). Emails sent after regular business hours or on days that are not business days shall be deemed submitted on the next business day.
9. The LEO Date will be used to determine Seller’s eligibility for the rates, terms and conditions of the Company’s currently effective Schedule 19 for the ESD component of the Facility. The original Facility will continue to receive the rates, terms and conditions specified in the original PPA.
10. Seller acknowledges that the addition of a storage component to an existing Facility constitutes a “Material Alteration,” defined as a modification to the Facility which renders the Facility description specified in the original Agreement for the Facility inaccurate in any material sense as determined by the Company in a commercially reasonable manner including, without limitation, (i) the addition of an ESD, defined as a component of the Facility that uses energy storage technology, including but not limited to battery storage; (ii) a modification which results in an increase to the Contracted Capacity, Nameplate Capacity (in AC or DC), generating capacity (or similar term used in the Agreement) or the estimated annual energy production of the Facility (the “Existing Capacity”), or (iii) a modification which results in a decrease to the Existing Capacity by more than five (5) percent, and (2).

11. Seller acknowledges that Article 7 of the current PPA requires prior written consent of the Company to make a Material Alteration, and that execution of an amended PPA between Seller and the Company to reflect the addition of the ESD to the Facility will constitute such written approval.
12. This Notice of Commitment shall automatically terminate and be of no further force and effect in the following circumstances:
 - a. Upon execution of an amended PPA between Seller and Company to reflect the ESD addition to the Facility;
 - b. If a Seller does not execute an amended PPA within sixty (60) days of the Company's delivery of an "executable" amended PPA. An executable amended PPA shall mean a PPA delivered to the QF by the Company that contains all information necessary for execution and that the Company has requested that the QF execute and return.
 - c. A Seller's withdrawal of its commitment to sell as represented by this Notice of Commitment Form prior to expiration of the Notice of Commitment period, as identified in subsection 6.(b) above, shall result in termination of the LEO, and the Seller shall only be offered an as-available rate for a two-year period following such termination of the LEO. Thereafter, the Seller may elect to submit a new Notice of Commitment Form to establish a new LEO.

The undersigned is duly authorized to execute this Notice of Commitment for the Seller:

[Name]

[Title]

[Company]

Date

**NOTICE OF COMMITMENT TO SELL THE OUTPUT
OF A QUALIFYING FACILITY WITH GREATER THAN 1 MEGAWATT
MAXIMUM CAPACITY TO
DOMINION ENERGY NORTH CAROLINA
– ENERGY STORAGE DEVICE RETROFITS**

Pursuant to the North Carolina Utilities Commission’s October 11, 2017 Order issued in Docket No. E-100, Sub 148, this notice of commitment form establishes the procedure for a qualifying facility (“QF”) with a nameplate capacity greater than 1 MW (ac)¹ to establish a legally enforceable obligation (“LEO”) and to commit to sell the output of a proposed QF generating facility to Virginia Electric and Power Company d/b/a Dominion Energy North Carolina (the “Company”) as provided for in 18 C.F.R. § 304(d)(2). Please note that a different form is available for QFs with a nameplate capacity of 1 MW (ac) or less to commit to sell their output to the Company under the currently available standard offer power purchase agreement and terms and conditions.

Instructions to QF: The QF shall deliver, via certified mail, courier, hand delivery or email, its executed Notice of Commitment to:

Power Contracts
Dominion Energy North Carolina
600 Canal Place,
17N
600 East Canal St.
Richmond, Virginia
23219
powercontracts@dominionenergy.com

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

1. [] (“Seller”) and Virginia Electric and Power Company d/b/a Dominion Energy North Carolina (the “Company”) are parties to a Schedule 19-___ power purchase agreement (“PPA”) for Seller’s ___[name of facility or size in MW]___ qualifying facility (“Facility”) located at ___[address]___, North Carolina.
2. The name, address, and contact information for Seller is:
Telephone: _____
Email: _____

¹ FERC has exempted the Company from the PURPA purchase obligation with respect to small power producers sized greater than 5 MW. See Letter Order, Docket No. QM21-12-000 (Jun. 16, 2021).

3. Seller desires to co-locate an Energy Storage Device (“ESD”)² at the Facility, with the following characteristics:
 - a. Size (MW AC/DC): _____
 - b. Fuel Type/Technology: _____
 - c. Discharge Rating (Hours): _____
4. Seller hereby commits to continue sell to the Company all of the electrical output, including output from the retrofit storage component, of the Seller’s Facility.
5. By execution and submittal of this commitment to sell the output of the Facility (the “Notice of Commitment”), Seller certifies as follows:
 - a. _____ Seller has re-certified the Facility as a QF pursuant to 18 C.F.R. § 292.207.
 - b. Certificate of Public Convenience and Necessity/Report of Proposed Construction (indicate the applicable certification below):
 - i. _____ Seller has applied to the North Carolina Utilities Commission (“NCUC”) to amend the certificate of public convenience and necessity (“CPCN”) originally received for the construction of the Facility to reflect the addition of the ESD pursuant to NCUC Rule R8-64, which amended CPCN was granted by NCUC on [insert date] in Docket No. _____.
 - ii. _____ Seller is exempt from the CPCN requirements pursuant to North Carolina General Statute § 62-110.1(g) and on [date], Seller provided written notice to the NCUC to amend the report of proposed construction for the Facility to reflect the ESD pursuant to NCUC Rule R8-65 (“Report of Proposed Construction”) in Docket No. _____.
 - c. Application to Interconnect to Company’s System:
 - i. _____ Seller has submitted a completed Interconnection Request for the ESD on [insert date] pursuant to the North Carolina Interconnection Procedures (“NCIP”) and has received notification from the Company pursuant to Section 1.4.1 of the NCIP that the Company received the Request.
 - ii. For a QF that has been designated as an A or B project in the interconnection queue, the LEO Date will be based upon the

² “ESD” means a component of the Facility that uses energy storage technology, including but not limited to battery storage.

earlier of the following (indicate which of the below has occurred):

1. _____ 105 days have passed since the submission of the interconnection request, or
2. _____ Seller has received the system impact study from the Company.

iii. For a QF that has not been designated as an A or B project at the time of its interconnection request, the LEO Date will be based upon the earlier of the following (indicate which of the below has occurred):

1. _____ 105 days have passed since the project was designated as an A or B project, or
2. _____ Seller has received the system impact study from the public utility.

iv. In either case, whether the QF has or has not been designated an A or B project, the 105-day period as part of establishing a LEO will remain in effect until the Commission issues a final order in Docket No. E-100, Sub 101. If, by final order issued in that docket, the Commission alters the NCIP's 105-day-deadline for providing a QF with the results of the utility's system impact study, that altered deadline shall be substituted for the 105-day standard provided in this LEO Form. If, prior to the expiration of the 105 days or the substituted date from Docket No. E-100, Sub 101, the utility anticipates being unable to deliver the results of the system impact study to the QF, then the utility may petition the Commission for an extension of that deadline and a delay in the establishment of the QF's LEO.

6. Through the course of performing diligent project development, Seller has determined and confirms the following with respect to the location of the Facility, including the ESD:³

- a. The Facility is not located less than one (1) mile from an affiliated small power production QF using the same energy resource, and:
- b. Either: The Facility is not located more than one (1) mile but less than ten (10) miles from an affiliated QF using the same energy resource. If Seller cannot so confirm, Seller has determined and confirms the following:

³ For measurement purposes all distances will be calculated as the distance between the edge of the nearest "electrical generating equipment" at the Facility and an affiliated QF using the same energy resource. The term "affiliate" is as defined at 18 C.F.R. § 35.36(a)(9).

- i. The Facility is located more than one (1) mile but less than ten (10) miles from an affiliated QF using the same energy resource; or~~The Facility does not share interconnection facilities, collector systems or facilities, control systems, step-up transformers, control facilities, or any other infrastructure, or access or easements, or common permits or property leases with an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility; and~~
 - ii. The Facility is located more than ten (10) miles from an affiliated QF using the same energy resource; or~~The Facility is not owned or controlled by the same person(s) or affiliated person(s) or operated and maintained by the same or affiliated entity(ies) as an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility; and~~
 - iii. The Facility has no affiliated QFs using the same energy resource.~~The Facility does not have any of the following in common with an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility: common debt or equity financing; or sharing engineering or procurement contracts.~~
7. For purposes of demonstrating commercial viability and financial commitment to complete the Facility, including the ESD, Seller warrants as follows:
- a. Seller has taken meaningful steps to obtain site control adequate to commence construction of the project at the proposed location;
 - b. Seller has filed an interconnection application with the Company as discussed above at item 3.c.; and
 - c. Seller has submitted all required applications including filing fees to obtain all necessary local permitting and zoning approvals.
8. By execution and submittal of this Notice of Commitment, Seller acknowledges that the legally enforceable obligation date (“LEO Date”) for the ESD component of the Facility will be established upon the Company’s receipt of this Notice of Commitment Form, and shall be based upon (a) the receipted date of deposit of this Notice of Commitment with the U.S. Postal Service for certified mail delivery to the Company, (b) the receipted date of deposit of this Notice of Commitment with a third-party courier (e.g., Federal Express, United Parcel Service) for trackable delivery to the Company, (c) the receipted date of hand delivery of this Notice of Commitment to the Company at the address set forth in paragraph 1, above, or (d) the date on which an electronic copy of this Notice of

Commitment is sent via email to the Company if such email is sent during regular business hours (9:00 a.m. to 5:00 p.m.) on a business day (Monday through Friday excluding federal and state holidays). Emails sent after regular business hours or on days that are not business days shall be deemed submitted on the next business day.

9. Rates for purchases from the Facility will be based on the Company's avoided costs as of the LEO Date, calculated using data current as of the LEO Date.
10. Seller acknowledges that the addition of a storage component to an existing Facility constitutes a "Material Alteration," defined as a modification to the Facility which renders the Facility description specified in the original Agreement for the Facility inaccurate in any material sense as determined by the Company in a commercially reasonable manner including, without limitation, (i) the addition of an ESD, defined as a component of the Facility that uses energy storage technology, including but not limited to battery storage; (ii) a modification which results in an increase to the Contracted Capacity, Nameplate Capacity (in AC or DC), generating capacity (or similar term used in the Agreement) or the estimated annual energy production of the Facility (the "Existing Capacity"), or (iii) a modification which results in a decrease to the Existing Capacity by more than five (5) percent, and (2).
11. Seller acknowledges that Article 7 of the current PPA requires prior written consent of the Company to make a Material Alteration, and that execution of an amended PPA between Seller and the Company to reflect the addition of the ESD to the Facility will constitute such written approval.
12. This Notice of Commitment shall automatically terminate and be of no further force and effect in the following circumstances:
 - a. Upon execution of an amended PPA between Seller and Company to reflect the ESD addition to the Facility;
 - b. If Seller does not execute a PPA within six months (as such period may be extended by mutual agreement of Seller and Company) after the Company's submittal of the PPA to the QF, provided, however, that if no interconnection agreement for the Facility has been tendered to Seller prior to the expiration of such deadline, the deadline for execution of the PPA shall be automatically extended until the date that is five days after the date that the interconnection agreement is tendered to the Seller. Notwithstanding the foregoing, if the PPA proposed by the Company becomes the subject of an arbitration or complaint proceeding, the six month deadline for execution of the PPA shall be tolled upon the filing of the pleading commencing such proceeding and thereafter the deadline for execution of the PPA will be as directed by the NCUC.

- c. A Seller's withdrawal of its commitment to sell as represented by this Notice of Commitment Form prior to expiration of the Notice of Commitment period, as identified in subsection 6.(b) above, shall result in termination of the LEO, and the Seller shall only be offered an as-available rate for a two-year period following such termination of the LEO. Thereafter, the Seller may elect to submit a new Notice of Commitment Form to establish a new LEO.

The undersigned is duly authorized to execute this Notice of Commitment for the Seller:

[Name]

[Title]

[Company]

Date

**NOTICE OF COMMITMENT TO SELL THE OUTPUT
OF A QUALIFYING FACILITY WITH GREATER THAN 1 MEGAWATT
MAXIMUM CAPACITY TO
DOMINION ENERGY NORTH CAROLINA
– ENERGY STORAGE DEVICE RETROFITS**

Pursuant to the North Carolina Utilities Commission’s October 11, 2017 Order issued in Docket No. E-100, Sub 148, this notice of commitment form establishes the procedure for a qualifying facility (“QF”) with a nameplate capacity greater than 1 MW (ac)¹ to establish a legally enforceable obligation (“LEO”) and to commit to sell the output of a proposed QF generating facility to Virginia Electric and Power Company d/b/a Dominion Energy North Carolina (the “Company”) as provided for in 18 C.F.R. § 304(d)(2). Please note that a different form is available for QFs with a nameplate capacity of 1 MW (ac) or less to commit to sell their output to the Company under the currently available standard offer power purchase agreement and terms and conditions.

Instructions to QF: The QF shall deliver, via certified mail, courier, hand delivery or email, its executed Notice of Commitment to:

Power Contracts
Dominion Energy North Carolina
600 Canal Place,
17N
600 East Canal St.
Richmond, Virginia
23219
powercontracts@dominionenergy.com

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

1. [] (“Seller”) and Virginia Electric and Power Company d/b/a Dominion Energy North Carolina (the “Company”) are parties to a Schedule 19-__ power purchase agreement (“PPA”) for Seller’s [name of facility or size in MW] qualifying facility (“Facility”) located at [address], North Carolina.
2. The name, address, and contact information for Seller is:
Telephone: _____
Email: _____

¹ FERC has exempted the Company from the PURPA purchase obligation with respect to small power producers sized greater than 5 MW. See Letter Order, Docket No. QM21-12-000 (Jun. 16, 2021).

3. Seller desires to co-locate an Energy Storage Device (“ESD”)² at the Facility, with the following characteristics:
 - a. Size (MW AC/DC): _____
 - b. Fuel Type/Technology: _____
 - c. Discharge Rating (Hours): _____
4. Seller hereby commits to continue sell to the Company all of the electrical output, including output from the retrofit storage component, of the Seller’s Facility.
5. By execution and submittal of this commitment to sell the output of the Facility (the “Notice of Commitment”), Seller certifies as follows:
 - a. _____ Seller has re-certified the Facility as a QF pursuant to 18 C.F.R. § 292.207.
 - b. Certificate of Public Convenience and Necessity/Report of Proposed Construction (indicate the applicable certification below):
 - i. _____ Seller has applied to the North Carolina Utilities Commission (“NCUC”) to amend the certificate of public convenience and necessity (“CPCN”) originally received for the construction of the Facility to reflect the addition of the ESD pursuant to NCUC Rule R8-64, which amended CPCN was granted by NCUC on [insert date] in Docket No. _____.
 - ii. _____ Seller is exempt from the CPCN requirements pursuant to North Carolina General Statute § 62-110.1(g) and on [date], Seller provided written notice to the NCUC to amend the report of proposed construction for the Facility to reflect the ESD pursuant to NCUC Rule R8-65 (“Report of Proposed Construction”) in Docket No. _____.
 - c. Application to Interconnect to Company’s System:
 - i. _____ Seller has submitted a completed Interconnection Request for the ESD on [insert date] pursuant to the North Carolina Interconnection Procedures (“NCIP”) and has received notification from the Company pursuant to Section 1.4.1 of the NCIP that the Company received the Request.
 - ii. For a QF that has been designated as an A or B project in the interconnection queue, the LEO Date will be based upon the

² “ESD” means a component of the Facility that uses energy storage technology, including but not limited to battery storage.

earlier of the following (indicate which of the below has occurred):

1. _____ 105 days have passed since the submission of the interconnection request, or
2. _____ Seller has received the system impact study from the Company.

iii. For a QF that has not been designated as an A or B project at the time of its interconnection request, the LEO Date will be based upon the earlier of the following (indicate which of the below has occurred):

1. _____ 105 days have passed since the project was designated as an A or B project, or
2. _____ Seller has received the system impact study from the public utility.

iv. In either case, whether the QF has or has not been designated an A or B project, the 105-day period as part of establishing a LEO will remain in effect until the Commission issues a final order in Docket No. E-100, Sub 101. If, by final order issued in that docket, the Commission alters the NCIP's 105-day-deadline for providing a QF with the results of the utility's system impact study, that altered deadline shall be substituted for the 105-day standard provided in this LEO Form. If, prior to the expiration of the 105 days or the substituted date from Docket No. E-100, Sub 101, the utility anticipates being unable to deliver the results of the system impact study to the QF, then the utility may petition the Commission for an extension of that deadline and a delay in the establishment of the QF's LEO.

6. Through the course of performing diligent project development, Seller has determined and confirms the following with respect to the location of the Facility, including the ESD:³

- a. The Facility is not located less than one (1) mile from an affiliated small power production QF using the same energy resource, and
- b. Either:
 - i. The Facility is located more than one (1) mile but less than ten (10) miles from an affiliated QF using the same energy resource; or

³ For measurement purposes all distances will be calculated as the distance between the edge of the nearest "electrical generating equipment" at the Facility and an affiliated QF using the same energy resource. The term "affiliate" is as defined at 18 C.F.R. § 35.36(a)(9).

- ii. The Facility is located more than ten (10) miles from an affiliated QF using the same energy resource; or
 - iii. The Facility has no affiliated QFs using the same energy resource.
- 7. For purposes of demonstrating commercial viability and financial commitment to complete the Facility, including the ESD, Seller warrants as follows:
 - a. Seller has taken meaningful steps to obtain site control adequate to commence construction of the project at the proposed location;
 - b. Seller has filed an interconnection application with the Company as discussed above at item 3.c.; and
 - c. Seller has submitted all required applications including filing fees to obtain all necessary local permitting and zoning approvals.
- 8. By execution and submittal of this Notice of Commitment, Seller acknowledges that the legally enforceable obligation date (“LEO Date”) for the ESD component of the Facility will be established upon the Company’s receipt of this Notice of Commitment Form, and shall be based upon (a) the receipted date of deposit of this Notice of Commitment with the U.S. Postal Service for certified mail delivery to the Company, (b) the receipted date of deposit of this Notice of Commitment with a third-party courier (e.g., Federal Express, United Parcel Service) for trackable delivery to the Company, (c) the receipted date of hand delivery of this Notice of Commitment to the Company at the address set forth in paragraph 1, above, or (d) the date on which an electronic copy of this Notice of Commitment is sent via email to the Company if such email is sent during regular business hours (9:00 a.m. to 5:00 p.m.) on a business day (Monday through Friday excluding federal and state holidays). Emails sent after regular business hours or on days that are not business days shall be deemed submitted on the next business day.
- 9. Rates for purchases from the Facility will be based on the Company’s avoided costs as of the LEO Date, calculated using data current as of the LEO Date.
- 10. Seller acknowledges that the addition of a storage component to an existing Facility constitutes a “Material Alteration,” defined as a modification to the Facility which renders the Facility description specified in the original Agreement for the Facility inaccurate in any material sense as determined by the Company in a commercially reasonable manner including, without limitation, (i) the addition of an ESD, defined as a component of the Facility that uses energy storage technology, including but not limited to battery storage; (ii) a modification which results in an increase to the Contracted Capacity, Nameplate

Capacity (in AC or DC), generating capacity (or similar term used in the Agreement) or the estimated annual energy production of the Facility (the “Existing Capacity”), or (iii) a modification which results in a decrease to the Existing Capacity by more than five (5) percent, and (2).

11. Seller acknowledges that Article 7 of the current PPA requires prior written consent of the Company to make a Material Alteration, and that execution of an amended PPA between Seller and the Company to reflect the addition of the ESD to the Facility will constitute such written approval.
12. This Notice of Commitment shall automatically terminate and be of no further force and effect in the following circumstances:
 - a. Upon execution of an amended PPA between Seller and Company to reflect the ESD addition to the Facility;
 - b. If Seller does not execute a PPA within six months (as such period may be extended by mutual agreement of Seller and Company) after the Company’s submittal of the PPA to the QF, provided, however, that if no interconnection agreement for the Facility has been tendered to Seller prior to the expiration of such deadline, the deadline for execution of the PPA shall be automatically extended until the date that is five days after the date that the interconnection agreement is tendered to the Seller. Notwithstanding the foregoing, if the PPA proposed by the Company becomes the subject of an arbitration or complaint proceeding, the six month deadline for execution of the PPA shall be tolled upon the filing of the pleading commencing such proceeding and thereafter the deadline for execution of the PPA will be as directed by the NCUC.
 - c. A Seller’s withdrawal of its commitment to sell as represented by this Notice of Commitment Form prior to expiration of the Notice of Commitment period, as identified in subsection 6.(b) above, shall result in termination of the LEO, and the Seller shall only be offered an as-available rate for a two-year period following such termination of the LEO. Thereafter, the Seller may elect to submit a new Notice of Commitment Form to establish a new LEO.

The undersigned is duly authorized to execute this Notice of Commitment for the Seller:

[Name]

[Title]

[Company]

Date

OFFICIAL COPY

JUN 29 2022

**NOTICE OF COMMITMENT TO SELL THE OUTPUT
OF A QUALIFYING FACILITY OF NO GREATER THAN 1 MEGAWATT
MAXIMUM CAPACITY TO
DOMINION ENERGY NORTH CAROLINA**

Instructions to QF: The QF shall deliver, via certified mail, courier, hand delivery or email, its executed Notice of Commitment to:

Power Contracts
Dominion Energy North Carolina
600 Canal Place,
17N
600 East Canal St.
Richmond, Virginia
23219
powercontracts@dominionenergy.com

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

1. [] (“Seller”) hereby commits to sell to Virginia Electric and Power Company d/b/a Dominion Energy North Carolina (the “Company”) all of the electrical output of the Seller’s qualifying facility (“QF”) (the “Facility”).
2. The name, address, and contact information for Seller is:

Telephone: _____

Email: _____
3. By execution and submittal of this commitment to sell the output of the Facility (the “Notice of Commitment”), Seller certifies as follows:
 - a. Eligibility for Schedule 19: Seller is a qualifying facility (“QF”) with a maximum nameplate capacity of 1,000 kW and is eligible for the Company’s Schedule 19.
 - b. Report of Proposed Construction (Rule R8-65): Seller has filed a report of proposed construction for its _____ kW (net capacity ac) Facility with the NCUC pursuant to NCUC Rule R8-65 (“Report of Proposed Construction”) on [insert date] in Docket No. _____.

- c. Application to Interconnect to Company's System: Seller is requesting to become an Interconnection Customer of the Company, as that term is defined in the North Carolina Interconnection Procedures ("NCIP"), and has submitted, and received notification from the Company pursuant to Section 1.4.1 of the NCIP that Company has received, either:
 - i. the NCIP Attachment 6 Interconnection Request Application Form for Certified Inverter-Based Generating Facilities No Larger Than 20 kW pursuant to NCIP Section 2; or
 - ii. the NCIP Attachment 2 Interconnection Request Application Form requesting Fast Track review pursuant to NCIP Section 3.
- 4. Through the course of performing diligent project development, Seller has determined and confirms the following with respect to the location of the Facility:¹
 - a. The Facility is not located less than one (1) mile from an affiliated small power production QF using the same energy resource, and.
 - b. ~~Either: The Facility is not located more than one (1) mile but less than ten (10) miles from an affiliated QF using the same energy resource. If Seller cannot so confirm, Seller has determined and confirms the following:~~
 - i. ~~The Facility is located more than one (1) mile but less than ten (10) miles from an affiliated QF using the same energy resource; or The Facility does not share interconnection facilities, collector systems or facilities, control systems, step-up transformers, control facilities, or any other infrastructure, or access or easements, or common permits or property leases with an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility; and~~
 - ii. ~~The Facility is located more than ten (10) miles from an affiliated QF using the same energy resource; or The Facility is not owned or controlled by the same person(s) or affiliated person(s) or operated~~

¹ For measurement purposes all distances will be calculated as the distance between the edge of the nearest "electrical generating equipment" at the Facility and an affiliated QF using the same energy resource. The term "affiliate" is as defined at 18 C.F.R. § 35.36(a)(9).

~~and maintained by the same or affiliated entity(ies) as an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility; and~~

- iii. ~~The Facility has no affiliated QFs using the same energy resource. The Facility does not have any of the following in common with an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility: common debt or equity financing; or sharing engineering or procurement contracts.~~

5. For purposes of demonstrating commercial viability and financial commitment to complete the Facility, Seller warrants as follows:
- a. Seller has taken meaningful steps to obtain site control adequate to commence construction of the project at the proposed location; and
 - b. Seller has filed an interconnection application with the Company as discussed above at item 3.c.; and
 - c. Seller has submitted all required applications including filing fees to obtain all necessary local permitting and zoning approvals.
6. By execution and submittal of this Notice of Commitment, Seller acknowledges that the legally enforceable obligation date (“LEO Date”) for the Facility will be established upon the Company’s receipt of this Notice of Commitment Form, and shall be based upon (a) the receipted date of deposit of this Notice of Commitment with the U.S. Postal Service for certified mail delivery to the Company, (b) the receipted date of deposit of this Notice of Commitment with a third-party courier (e.g., Federal Express, United Parcel Service) for trackable delivery to the Company, (c) the receipted date of hand delivery of this Notice of Commitment to the Company at the address set forth in paragraph 1, above, or (d) the date on which an electronic copy of this Notice of Commitment is sent via email to the Company if such email is sent during regular business hours (9:00 a.m. to 5:00 p.m.) on a business day (Monday through Friday excluding federal and state holidays). Emails sent after regular business hours or on days that are not business days shall be deemed submitted on the next business day.
7. The LEO Date will be used to determine Seller’s eligibility for the rates, terms and conditions of the Company’s currently effective Schedule 19.
8. This Notice of Commitment shall automatically terminate and be of no further force and effect in the following circumstances:

- a. Upon execution of a PPA between Seller and Company;
- b. If a Seller does not execute a PPA within sixty (60) days of the Company's delivery of an "executable" PPA. An executable PPA shall mean a PPA delivered to the QF by the Company that contains all information necessary for execution and that the Company has requested that the QF execute and return.
- c. A Seller's withdrawal of its commitment to sell as represented by this Notice of Commitment Form prior to expiration of the Notice of Commitment period, as identified in subsection 6.(b) above, shall result in termination of the LEO, and the Seller shall only be offered an as-available rate for a two-year period following such termination of the LEO. Thereafter, the Seller may elect to submit a new Notice of Commitment Form to establish a new LEO.

The undersigned is duly authorized to execute this Notice of Commitment for the Seller:

[Name]

[Title]

[Company]

Date

**NOTICE OF COMMITMENT TO SELL THE OUTPUT
OF A QUALIFYING FACILITY OF NO GREATER THAN 1 MEGAWATT
MAXIMUM CAPACITY TO
DOMINION ENERGY NORTH CAROLINA**

Instructions to QF: The QF shall deliver, via certified mail, courier, hand delivery or email, its executed Notice of Commitment to:

Power Contracts
Dominion Energy North Carolina
600 Canal Place,
17N
600 East Canal St.
Richmond, Virginia
23219
powercontracts@dominionenergy.com

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

1. [] (“Seller”) hereby commits to sell to Virginia Electric and Power Company d/b/a Dominion Energy North Carolina (the “Company”) all of the electrical output of the Seller’s qualifying facility (“QF”) (the “Facility”).
2. The name, address, and contact information for Seller is:

Telephone: _____

Email: _____
3. By execution and submittal of this commitment to sell the output of the Facility (the “Notice of Commitment”), Seller certifies as follows:
 - a. Eligibility for Schedule 19: Seller is a qualifying facility (“QF”) with a maximum nameplate capacity of 1,000 kW and is eligible for the Company’s Schedule 19.
 - b. Report of Proposed Construction (Rule R8-65): Seller has filed a report of proposed construction for its _____ kW (net capacity ac) Facility with the NCUC pursuant to NCUC Rule R8-65 (“Report of Proposed Construction”) on [insert date] in Docket No. _____.

- c. Application to Interconnect to Company's System: Seller is requesting to become an Interconnection Customer of the Company, as that term is defined in the North Carolina Interconnection Procedures ("NCIP"), and has submitted, and received notification from the Company pursuant to Section 1.4.1 of the NCIP that Company has received, either:
 - i. the NCIP Attachment 6 Interconnection Request Application Form for Certified Inverter-Based Generating Facilities No Larger Than 20 kW pursuant to NCIP Section 2; or
 - ii. the NCIP Attachment 2 Interconnection Request Application Form requesting Fast Track review pursuant to NCIP Section 3.
- 4. Through the course of performing diligent project development, Seller has determined and confirms the following with respect to the location of the Facility:¹
 - a. The Facility is not located less than one (1) mile from an affiliated small power production QF using the same energy resource, and
 - b. Either:
 - i. The Facility is located more than one (1) mile but less than ten (10) miles from an affiliated QF using the same energy resource; or
 - ii. The Facility is located more than ten (10) miles from an affiliated QF using the same energy resource; or
 - iii. The Facility has no affiliated QFs using the same energy resource.
- 5. For purposes of demonstrating commercial viability and financial commitment to complete the Facility, Seller warrants as follows:
 - a. Seller has taken meaningful steps to obtain site control adequate to commence construction of the project at the proposed location; and

¹ For measurement purposes all distances will be calculated as the distance between the edge of the nearest "electrical generating equipment" at the Facility and an affiliated QF using the same energy resource. The term "affiliate" is as defined at 18 C.F.R. § 35.36(a)(9).

- b. Seller has filed an interconnection application with the Company as discussed above at item 3.c.; and
 - c. Seller has submitted all required applications including filing fees to obtain all necessary local permitting and zoning approvals.
- 6. By execution and submittal of this Notice of Commitment, Seller acknowledges that the legally enforceable obligation date (“LEO Date”) for the Facility will be established upon the Company’s receipt of this Notice of Commitment Form, and shall be based upon (a) the receipted date of deposit of this Notice of Commitment with the U.S. Postal Service for certified mail delivery to the Company, (b) the receipted date of deposit of this Notice of Commitment with a third-party courier (e.g., Federal Express, United Parcel Service) for trackable delivery to the Company, (c) the receipted date of hand delivery of this Notice of Commitment to the Company at the address set forth in paragraph 1, above, or (d) the date on which an electronic copy of this Notice of Commitment is sent via email to the Company if such email is sent during regular business hours (9:00 a.m. to 5:00 p.m.) on a business day (Monday through Friday excluding federal and state holidays). Emails sent after regular business hours or on days that are not business days shall be deemed submitted on the next business day.
- 7. The LEO Date will be used to determine Seller’s eligibility for the rates, terms and conditions of the Company’s currently effective Schedule 19.
- 8. This Notice of Commitment shall automatically terminate and be of no further force and effect in the following circumstances:
 - a. Upon execution of a PPA between Seller and Company;
 - b. If a Seller does not execute a PPA within sixty (60) days of the Company’s delivery of an “executable” PPA. An executable PPA shall mean a PPA delivered to the QF by the Company that contains all information necessary for execution and that the Company has requested that the QF execute and return.
 - c. A Seller’s withdrawal of its commitment to sell as represented by this Notice of Commitment Form prior to expiration of the Notice of Commitment period, as identified in subsection 6.(b) above, shall result in termination of the LEO, and the Seller shall only be offered an as-available rate for a two-year period following such termination of the LEO. Thereafter, the Seller may elect to submit a new Notice of Commitment Form to establish a new LEO.

The undersigned is duly authorized to execute this Notice of Commitment for the Seller:

[Name]

[Title]

[Company]

Date

**NOTICE OF COMMITMENT TO SELL THE OUTPUT
OF A QUALIFYING FACILITY WITH GREATER THAN 1 MEGAWATT
MAXIMUM CAPACITY TO
DOMINION ENERGY NORTH CAROLINA**

Pursuant to the North Carolina Utilities Commission's October 11, 2017 Order issued in Docket No. E-100, Sub 148, this notice of commitment form establishes the procedure for a qualifying facility ("QF") with a nameplate capacity greater than 1 MW (ac)¹ to establish a legally enforceable obligation ("LEO") and to commit to sell the output of a proposed QF generating facility to Virginia Electric and Power Company d/b/a Dominion Energy North Carolina (the "Company") as provided for in 18 C.F.R. § 304(d)(2). Please note that a different form is available for QFs with a nameplate capacity of 1 MW (ac) or less to commit to sell their output to the Company under the currently available standard offer power purchase agreement and terms and conditions.

Instructions to QF: The QF shall deliver, via certified mail, courier, hand delivery, or email, its executed Notice of Commitment to:

Power Contracts
Dominion Energy North Carolina
600 Canal Place,
17N
600 East Canal St.
Richmond, Virginia
23219
powercontracts@dominionenergy.com

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

1. [] ("Seller") hereby commits to sell to the Company all of the electrical output of the Seller's qualifying facility ("QF") described in Seller's self-certification of QF status filed with the Federal Energy Regulatory Commission in Docket No. QF (the "Facility").

2. The name, address, and contact information for Seller is:

Telephone: _____

Email: _____

¹ FERC has exempted the Company from the PURPA purchase obligation with respect to small power producers sized greater than 5 MW. See Letter Order, Docket No. QM21-12-000 (Jun. 16, 2021).

3. By execution and submittal of this commitment to sell the output of the Facility (the "Notice of Commitment"), Seller certifies as follows:
- a. Certificate of Public Convenience and Necessity/Report of Proposed Construction (indicate the applicable certification below):
 - i. _____ Seller has received a certificate of public convenience and necessity ("CPCN") for the construction of its _____ kW (net capacity ac) Facility from the North Carolina Utilities Commission ("NCUC") pursuant to North Carolina General Statute § 62-110.1 and NCUC Rule R8-64, which CPCN was granted by NCUC on [insert date] in Docket No. _____.
 - ii. _____ Seller is exempt from the CPCN requirements pursuant to North Carolina General Statute § 62-110.1(g) and has filed a report of proposed construction for its _____ kW (net capacity ac) Facility with the NCUC pursuant to NCUC Rule R8-65 ("Report of Proposed Construction") on [insert date] in Docket No. _____.
 - b. Application to Interconnect to Company's System:
 - i. _____ Seller has submitted a completed Interconnection Request on [insert date] pursuant to the North Carolina Interconnection Procedures ("NCIP") and has received notification from the Company pursuant to Section 1.4.1 of the NCIP that the Company received the Request.
 - ii. For a QF that has been designated as an A or B project in the interconnection queue, the LEO Date will be based upon the earlier of the following (indicate which of the below has occurred):
 - 1. _____ 105 days have passed since the submission of the interconnection request, or
 - 2. _____ Seller has received the system impact study from the Company.
 - iii. For a QF that has not been designated as an A or B project at the time of its interconnection request, the LEO Date will be based upon the earlier of the following (indicate which of the below has occurred):
 - 1. _____ 105 days have passed since the project was designated as an A or B project, or
 - 2. _____ Seller has received the system impact study from the public utility.

- iv. In either case, whether the QF has or has not been designated an A or B project, the 105-day period as part of establishing a LEO will remain in effect until the Commission issues a final order in Docket No. E-100, Sub 101. If, by final order issued in that docket, the Commission alters the NCIP's 105-day-deadline for providing a QF with the results of the utility's system impact study, that altered deadline shall be substituted for the 105-day standard provided in this LEO Form. If, prior to the expiration of the 105 days or the substituted date from Docket No. E-100, Sub 101, the utility anticipates being unable to deliver the results of the system impact study to the QF, then the utility may petition the Commission for an extension of that deadline and a delay in the establishment of the QF's LEO.
4. Through the course of performing diligent project development, Seller has determined and confirms the following with respect to the location of the Facility:²
- a. The Facility is not located less than one (1) mile from an affiliated small power production QF using the same energy resource, and:
 - b. Either: The Facility is not located more than one (1) mile but less than ten (10) miles from an affiliated QF using the same energy resource. If Seller cannot so confirm, Seller has determined and confirms the following:
 - i. The Facility is located more than one (1) mile but less than ten (10) miles from an affiliated QF using the same energy resource; or The Facility does not share interconnection facilities, collector systems or facilities, control systems, step-up transformers, control facilities, or any other infrastructure, or access or easements, or common permits or property leases with an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility; and
 - ii. The Facility is located more than ten (10) miles from an affiliated QF using the same energy resource; or The Facility is not owned or controlled by the same person(s) or affiliated person(s) or operated and maintained by the same or affiliated entity(ies) as an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility; and

² For measurement purposes all distances will be calculated as the distance between the edge of the nearest "electrical generating equipment" at the Facility and an affiliated QF using the same energy resource. The term "affiliate" is as defined at 18 C.F.R. § 35.36(a)(9).

- iii. The Facility has no affiliated QFs using the same energy resource. The Facility does not have any of the following in common with an affiliated QF using the same energy resource located more than one (1) mile but less than ten (10) miles from the Facility: common debt or equity financing; or sharing engineering or procurement contracts.
5. For purposes of demonstrating commercial viability and financial commitment to complete the Facility, Seller warrants as follows:
- a. Seller has taken meaningful steps to obtain site control adequate to commence construction of the project at the proposed location; and
 - b. Seller has filed an interconnection application with the Company as discussed above at item 3.c.; and
 - c. Seller has submitted all required applications including filing fees to obtain all necessary local permitting and zoning approvals.
6. By execution and submittal of this Notice of Commitment Seller acknowledges that the legally enforceable obligation date (“LEO Date”) for the Facility will be established upon the Company’s receipt of this Notice of Commitment Form, and shall be based upon (a) the receipted date of deposit of this Notice of Commitment with the U.S. Postal Service for certified mail delivery to the Company, (b) the receipted date of deposit of this Notice of Commitment with a third-party courier (e.g., Federal Express, United Parcel Service) for trackable delivery to the Company, (c) the receipted date of hand delivery of this Notice of Commitment to the Company at the address set forth in paragraph 1, above, or (d) the date on which an electronic copy of this Notice of Commitment is sent via email to the Company if such email is sent during regular business hours (9:00 a.m. to 5:00 p.m.) on a business day (Monday through Friday excluding federal and state holidays). Emails sent after regular business hours or on days that are not business days shall be deemed submitted on the next business day.
7. Rates for purchases from the Facility will be based on the Company’s avoided costs as of the LEO Date, calculated using data current as of the LEO Date.
8. This Notice of Commitment shall automatically terminate and be of no further force and effect in the following circumstances:
- a. Upon execution of a PPA between Seller and Company;
 - b. If Seller does not execute a PPA within six months (as such period may be extended by mutual agreement of Seller and Company) after the Company’s submittal of the PPA to the QF, provided, however, that if no

interconnection agreement for the Facility has been tendered to Seller prior to the expiration of such deadline, the deadline for execution of the PPA shall be automatically extended until the date that is five days after the date that the interconnection agreement is tendered to the Seller. Notwithstanding the foregoing, if the PPA proposed by the Company becomes the subject of an arbitration or complaint proceeding, the six month deadline for execution of the PPA shall be tolled upon the filing of the pleading commencing such proceeding and thereafter the deadline for execution of the PPA will be as directed by the NCUC.

- c. A Seller's withdrawal of its commitment to sell as represented by this Notice of Commitment Form prior to expiration of the Notice of Commitment period, as identified in subsection 6.(b) above, shall result in termination of the LEO, and the Seller shall only be offered an as-available rate for a two-year period following such termination of the LEO. Thereafter, the Seller may elect to submit a new Notice of Commitment Form to establish a new LEO.

The undersigned is duly authorized to execute this Notice of Commitment for the Seller:

[Name]

[Title]

[Company]

Date

**NOTICE OF COMMITMENT TO SELL THE OUTPUT
OF A QUALIFYING FACILITY WITH GREATER THAN 1 MEGAWATT
MAXIMUM CAPACITY TO
DOMINION ENERGY NORTH CAROLINA**

Pursuant to the North Carolina Utilities Commission's October 11, 2017 Order issued in Docket No. E-100, Sub 148, this notice of commitment form establishes the procedure for a qualifying facility ("QF") with a nameplate capacity greater than 1 MW (ac)¹ to establish a legally enforceable obligation ("LEO") and to commit to sell the output of a proposed QF generating facility to Virginia Electric and Power Company d/b/a Dominion Energy North Carolina (the "Company") as provided for in 18 C.F.R. § 304(d)(2). Please note that a different form is available for QFs with a nameplate capacity of 1 MW (ac) or less to commit to sell their output to the Company under the currently available standard offer power purchase agreement and terms and conditions.

Instructions to QF: The QF shall deliver, via certified mail, courier, hand delivery, or email, its executed Notice of Commitment to:

Power Contracts
Dominion Energy North Carolina
600 Canal Place,
17N
600 East Canal St.
Richmond, Virginia
23219
powercontracts@dominionenergy.com

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

1. [] ("Seller") hereby commits to sell to the Company all of the electrical output of the Seller's qualifying facility ("QF") described in Seller's self-certification of QF status filed with the Federal Energy Regulatory Commission in Docket No. QF (the "Facility").

2. The name, address, and contact information for Seller is:

Telephone: _____

Email: _____

¹ FERC has exempted the Company from the PURPA purchase obligation with respect to small power producers sized greater than 5 MW. See Letter Order, Docket No. QM21-12-000 (Jun. 16, 2021).

3. By execution and submittal of this commitment to sell the output of the Facility (the "Notice of Commitment"), Seller certifies as follows:
- a. Certificate of Public Convenience and Necessity/Report of Proposed Construction (indicate the applicable certification below):
 - i. _____ Seller has received a certificate of public convenience and necessity ("CPCN") for the construction of its _____ kW (net capacity ac) Facility from the North Carolina Utilities Commission ("NCUC") pursuant to North Carolina General Statute § 62-110.1 and NCUC Rule R8-64, which CPCN was granted by NCUC on [insert date] in Docket No. _____.
 - ii. _____ Seller is exempt from the CPCN requirements pursuant to North Carolina General Statute § 62-110.1(g) and has filed a report of proposed construction for its _____ kW (net capacity ac) Facility with the NCUC pursuant to NCUC Rule R8-65 ("Report of Proposed Construction") on [insert date] in Docket No. _____.
 - b. Application to Interconnect to Company's System:
 - i. _____ Seller has submitted a completed Interconnection Request on [insert date] pursuant to the North Carolina Interconnection Procedures ("NCIP") and has received notification from the Company pursuant to Section 1.4.1 of the NCIP that the Company received the Request.
 - ii. For a QF that has been designated as an A or B project in the interconnection queue, the LEO Date will be based upon the earlier of the following (indicate which of the below has occurred):
 - 1. _____ 105 days have passed since the submission of the interconnection request, or
 - 2. _____ Seller has received the system impact study from the Company.
 - iii. For a QF that has not been designated as an A or B project at the time of its interconnection request, the LEO Date will be based upon the earlier of the following (indicate which of the below has occurred):
 - 1. _____ 105 days have passed since the project was designated as an A or B project, or
 - 2. _____ Seller has received the system impact study from the public utility.

- iv. In either case, whether the QF has or has not been designated an A or B project, the 105-day period as part of establishing a LEO will remain in effect until the Commission issues a final order in Docket No. E-100, Sub 101. If, by final order issued in that docket, the Commission alters the NCIP's 105-day-deadline for providing a QF with the results of the utility's system impact study, that altered deadline shall be substituted for the 105-day standard provided in this LEO Form. If, prior to the expiration of the 105 days or the substituted date from Docket No. E-100, Sub 101, the utility anticipates being unable to deliver the results of the system impact study to the QF, then the utility may petition the Commission for an extension of that deadline and a delay in the establishment of the QF's LEO.
- 4. Through the course of performing diligent project development, Seller has determined and confirms the following with respect to the location of the Facility:²
 - a. The Facility is not located less than one (1) mile from an affiliated small power production QF using the same energy resource, and
 - b. Either:
 - i. The Facility is located more than one (1) mile but less than ten (10) miles from an affiliated QF using the same energy resource; or
 - ii. The Facility is located more than ten (10) miles from an affiliated QF using the same energy resource; or
 - iii. The Facility has no affiliated QFs using the same energy resource.
- 5. For purposes of demonstrating commercial viability and financial commitment to complete the Facility, Seller warrants as follows:
 - a. Seller has taken meaningful steps to obtain site control adequate to commence construction of the project at the proposed location; and
 - b. Seller has filed an interconnection application with the Company as discussed above at item 3.c.; and

² For measurement purposes all distances will be calculated as the distance between the edge of the nearest "electrical generating equipment" at the Facility and an affiliated QF using the same energy resource. The term "affiliate" is as defined at 18 C.F.R. § 35.36(a)(9).

- c. Seller has submitted all required applications including filing fees to obtain all necessary local permitting and zoning approvals.
6. By execution and submittal of this Notice of Commitment Seller acknowledges that the legally enforceable obligation date (“LEO Date”) for the Facility will be established upon the Company’s receipt of this Notice of Commitment Form, and shall be based upon (a) the receipted date of deposit of this Notice of Commitment with the U.S. Postal Service for certified mail delivery to the Company, (b) the receipted date of deposit of this Notice of Commitment with a third-party courier (e.g., Federal Express, United Parcel Service) for trackable delivery to the Company, (c) the receipted date of hand delivery of this Notice of Commitment to the Company at the address set forth in paragraph 1, above, or (d) the date on which an electronic copy of this Notice of Commitment is sent via email to the Company if such email is sent during regular business hours (9:00 a.m. to 5:00 p.m.) on a business day (Monday through Friday excluding federal and state holidays). Emails sent after regular business hours or on days that are not business days shall be deemed submitted on the next business day.
7. Rates for purchases from the Facility will be based on the Company’s avoided costs as of the LEO Date, calculated using data current as of the LEO Date.
8. This Notice of Commitment shall automatically terminate and be of no further force and effect in the following circumstances:
 - a. Upon execution of a PPA between Seller and Company;
 - b. If Seller does not execute a PPA within six months (as such period may be extended by mutual agreement of Seller and Company) after the Company’s submittal of the PPA to the QF, provided, however, that if no interconnection agreement for the Facility has been tendered to Seller prior to the expiration of such deadline, the deadline for execution of the PPA shall be automatically extended until the date that is five days after the date that the interconnection agreement is tendered to the Seller. Notwithstanding the foregoing, if the PPA proposed by the Company becomes the subject of an arbitration or complaint proceeding, the six month deadline for execution of the PPA shall be tolled upon the filing of the pleading commencing such proceeding and thereafter the deadline for execution of the PPA will be as directed by the NCUC.
 - c. A Seller’s withdrawal of its commitment to sell as represented by this Notice of Commitment Form prior to expiration of the Notice of Commitment period, as identified in subsection 6.(b) above, shall result in termination of the LEO, and the Seller shall only be offered an as-available rate for a two-year period following such termination of the LEO. Thereafter, the Seller may elect to submit a new Notice of

Commitment Form to establish a new LEO.

The undersigned is duly authorized to execute this Notice of Commitment for the Seller:

[Name]

[Title]

[Company]

Date

CERTIFICATE OF SERVICE

I hereby certify that copies of the foregoing *Modified Revised LEO Forms*, filed in Docket No. E-100, Sub 175, were served electronically or via U.S. mail, first-class postage prepaid, upon all parties of record.

This the 29th day of June, 2022.

/s/Andrea R. Kells

Andrea R. Kells

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