

**THE NORTH CAROLINA UTILITIES COMMISSION  
DOCKET NO. E-100, SUB 175**

|  |   |                                  |
|--|---|----------------------------------|
| <b>In the Matter of:</b>                         | ) |                                  |
| <b>Biennial Determination of Avoided Cost</b>    | ) | <b>NEW RIVER LIGHT AND POWER</b> |
| <b>Rates for Electric Utility Purchases from</b> | ) | <b>AMENDED PROPOSED RATES</b>    |
| <b>Qualifying Facilities – 2021</b>              | ) | <b>AND CONTRACTS</b>             |
| _____  | ) |                                  |

NOW COMES Appalachian State University d/b/a New River Light and Power (NRLP) and submits the following amended proposed rates and contracts.

1. On December 21, 2021, NRLP filed its Small Power Supplier Reimbursement Formula with No Demand Credit (Rate SPP No Demand), and an associated Purchase Power Agreement for NRLP Loads, in this proceeding. That formula and contract included a monthly fee of \$8.25 to be paid by the small power providers. There are 13 NRLP customers on small power provider rates. Most are rooftop solar facilities. The \$8.25 monthly fee was proposed to cover “meter reading, billing, and administrative overhead” costs. It was based on the identical fee that has been proposed by Western Carolina University in the present proceeding and was approved by the North Carolina Utilities Commission (Commission) for Western Carolina University in the past (*see* Docket No. E-100, Sub 167).

2. NRLP also proposed a \$25.00 monthly fee for its Small Power Supplier Reimbursement Formula with Demand Credit (Rate SPP Demand) and for its Small Power Production Supplier Reimbursement Formula for Loads for Seeking Long-term Fixed Rates (Rate SPP Fixed). These proposed administrative fees likewise tracked the proposed fees of Western Carolina University. There are no customers on these rates.

3. NRLP has not charged a fee to cover its administrative costs in prior years, essentially as a courtesy to the renewable generators on its system. While the lack of any charges

to cover administrative costs could raise the question of an undue preference or advantage under N.C. Gen. Stat. § 62-140, NRLP does not believe there would be a legal violation in the present circumstances. The present circumstances are (a) there are very few customers involved; (b) the dollar amount of the fee that was waived in the past is small, which in conjunction with the small number of customers on the buy all/sell all rate means the amount of money is de minimus and would not cause rates of other customers to change; (c) the cost basis for the \$8.25 fee has not been updated in recent years; and (d) NRLP expects to propose a net billing rate in a general rate case later this year, at which time its reimbursement to small power providers would change.

4. Based on the foregoing, NRLP has decided that it would be appropriate – and consistent with expectations of its small power supplier customers – to continue its prior practice by waiving the \$8.25 monthly fee in the present proceeding. In addition, NRLP has decided it would also be appropriate to waive the \$25.00 fees in the present proceeding.

THEREFORE, NRLP respectfully requests that the Commission accept the attached reimbursement formulas and purchased power agreement as replacements for the corresponding formulas and agreement filed on December 21, 2021, and approve the amended rate formulas and agreement.

*[Remainder of page intentionally blank.]*

*[Signature page follows.]*

This the 1st day of March, 2022.

FOX ROTHSCHILD LLP

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*Attorney for Appalachian State University  
d/b/a New River Light and Power*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing **New River Light and Power Amended Proposed Rates and Contracts** filed in Docket E-100, SUB 175, has been served on parties of record as shown on the Commission’s Service List for the docket, either by electronic mail or by depositing the same in the U.S. Mail, first class delivery, postage prepaid.

This the 1st day of March, 2022.

*/s/ David T. Drooz*

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NEW RIVER LIGHT AND POWER  
SMALL POWER SUPPLIER REIMBURSEMENT FORMULA  
VARIABLE RATE WITH DEMAND CREDIT

Rate SPP DEMAND

$$\text{MPSS} = ((\text{CER} \times \text{CES}) + (\text{CDR} \times \text{CDA}))$$

MPSS = Monthly payment to Small Power Production Supplier.

CER = Estimated annual energy rate per KWH.

CES = Current month Energy Supplied, in KWH, by the Small Power Production Supplier as defined as the most recent billing cycle energy produced by the Supplier.

CDR = Current month Demand Rate per KW, as shown on the University's current bill from its supplier, Carolina Power Partners.

CDA = Actual demand avoided as a result of the KW supplied by the Small Power Production Supplier.

MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit and the Demand Credit.

Any changes in the CPP wholesale cost of power will necessarily require a revision in the provisions of the above Schedule.

NEW RIVER LIGHT AND POWER  
SMALL POWER SUPPLIER REIMBURSEMENT FORMULA  
VARIABLE RATE WITH NO DEMAND CREDIT

Rate SPP NO DEMAND

$$\text{MPSS} = (\text{CER} \times \text{CES})$$

MPSS = Monthly payment to Small Power Production Supplier.

CER = Estimated annual energy rate per KWH

CES = Current month Energy Supplied, in KWH, by the Small Power Production Supplier.

MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit.

Any changes in the CPP wholesale cost of power will necessarily require a revision in the provisions of the above Schedule.

NEW RIVER LIGHT AND POWER  
SMALL POWER PRODUCTION SUPPLIER REIMBURSEMENT FORMULA  
FOR LOADS FOR SEEKING LONG-TERM FIXED RATES

SPP- FIXED

$$\text{MPSS} = ((\text{CER} \times \text{CES}) + (\text{CDR} \times \text{CDA}))$$

MPSS = Monthly payment to Small Power Production Supplier.

CER = Estimated annual energy rate per KWH.

CES = Current month Energy Supplied, in KWH, by the Small Power Production Supplier as defined as the most recent billing cycle energy produced by the Supplier.

CDR = Average demand rate per KW over the length of the requested term of the proposed term (5 years, 10 years, 15 years)

CDA = Actual demand avoided as a result of the KW supplied by the Small Power Production Supplier.

MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit and the Demand Credit.

Any changes in the CPP wholesale cost of power will necessarily require a revision in the provisions of the above Schedule.

EXHIBIT NRLP-4

PURCHASED POWER AGREEMENT FOR NRLP LOADS

THIS AGREEMENT executed in duplicate is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by between NEW RIVER LIGHT AND POWER (NRLP), Boone, North Carolina, a party of the first part, and \_\_\_\_\_ (the "Supplier"), party of the second part.

In consideration of the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby agree that, subject to the following conditions, the Supplier shall sell and deliver electric power to NRLP and NRLP shall purchase, receive, use and pay for the same:

- 1. Service Requirements. The electric power to be delivered hereunder shall be made in Watauga County at or near Boone, North Carolina at a delivery point described as follows: \_\_\_\_\_. The maximum amount of electric power to be delivered under this agreement under normal operating conditions shall be kilowatts.
- 2. MONTHLY PAYMENTS. NRLP shall pay the Supplier the sum of the energy credit and the demand credit.
- 3. Energy Credit. The energy credit shall consist of the sum of the energy rate per . KWH, as determined in Rates SPP DEMAND, SPP NO DEMAND, or SPP-FIXED for all KWH purchased from the Supplier during the current billing period and the purchased power adjustment per KWH, if any, for all KWH purchased from the Supplier during the current billing period.  
  
Demand Credit. The demand credit, if any, shall consist of the sum of the demand rate per KW, as found in Rates SPP DEMAND and SPP-FIXED for the metered KW output of the Supplier's generator during the current billing period.
- 4. General Requirements for Parallel Generation Operation. The Supplier understands and agrees to comply with the General Requirements for Parallel Generator Operation which are attached hereto and incorporated by reference. The provisions stated therein become terms and conditions signed by the Supplier is attached hereto and incorporated by reference. In reliance upon the accuracy of the information stated therein, NRLP has agreed to. enter into the Agreement. Therefore, if the information is not true, such shall constitute a breach and NRLP's remedy shall be to cease all payments to Supplier and disconnect the small power production facility from the NRLP grid.
- 5. Contract Period. The initial term of this agreement shall be for a period for five (5) years with automatic renewal each year thereafter. NRLP reserves the right to terminate the contract at any time upon written notice to the Supplier in the



event that the Supplier violates any of the terms or conditions of this agreement or operates his generation facilities in a manner which is detrimental to the NRLP or any of its customers. Supplier may terminate the contract on thirty (30) days written notice to NRLP. In the event of early termination of a contract, the Supplier will be required to pay to NRLP to purchase power from Supplier at times when such power is not required on NRLP's system or when such purchase would detrimentally impact the NRLP's other customers.

1. Assignability. The parties agree that this contract is not assignable.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused their names to be hereunto subscribed.

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SUPPLIER

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NEW RIVER LIGHT AND POWER