

January 22, 2018

VIA ELECTRONIC DELIVERY

Martha Lynn Jarvis
Chief Clerk
North Carolina Utilities Commission
4325 Mail Service Center
Raleigh, North Carolina

RE: Duke Energy Progress, LLC and Duke Energy Carolinas, LLC's Application
Requesting Approval of Solar Rebate Program in Docket No. E-2, Sub 1167, and E-7,
Sub 1166

Dear Mrs. Jarvis:

Please find enclosed the Application Requesting Approval of Solar Rebate
Program.

Thank you for your assistance in this matter.

Sincerely,


Dwight W. Allen

Enclosure

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

DOCKET NO. E-2, Sub 1167

DOCKET NO. E-7, Sub 1166

In the Matter of:)	DUKE ENERGY PROGRESS,
)	LLC AND DUKE ENERGY
Application of Duke Energy Progress, LLC,)	CAROLINAS, LLC'S
and Duke Energy Carolinas, LLC Requesting)	APPLICATION REQUESTING
Approval of Solar Rebate Program Pursuant to)	APPROVAL OF SOLAR
N.C. Gen. Stat. § 62-155(f))	REBATE PROGRAM
)	
)	
)	

NOW COME Duke Energy Progress, LLC and Duke Energy Carolinas, LLC (collectively "Duke Energy" or "Applicants"), pursuant to N.C. Gen. Stat. §62-155(f) and R1-4 and R1-5 of the Rules of Practice and Procedure of the North Carolina Utilities Commission ("NCUC" or the "Commission"), and hereby make this application requesting approval of a program offering reasonable incentives to residential and nonresidential customers for the installation of small customer owned or leased solar energy facilities participating in the Applicants' net metering tariff (hereinafter "Solar Rebate Program"). The Applicants move the Commission to approve this program. In support thereof, the Applicants respectfully show the Commission the following:

1. Duke Energy Progress, LLC's regional headquarters and general offices are located at 410 South Wilmington Street, Raleigh, North Carolina, and its mailing address is:

Duke Energy Progress, LLC.
 410 S. Wilmington Street
 NCRH 20 / P. O. Box 1551
 Raleigh, North Carolina 27602

Duke Energy Carolinas, LLC's general offices are at 550 South Tryon

Street, Charlotte North Carolina and its mailing address is:

Duke Energy Carolinas, LLC
P.O. Box 1321 (DEC 45A)
Charlotte , North Carolina 28201

2. The names and addresses of Applicants' attorneys are:

Lawrence B. Somers, Deputy General Counsel
Duke Energy Corporation
P.O. Box 1551, NCRH 20
Raleigh, NC 27602
Tel: (919) 546-6722
bo.somers@duke-energy.com

Dwight W. Allen
The Allen Law Offices, PLLC
1514 Glenwood Ave., Suite 200
Raleigh, North Carolina 27608
Tel: (919) 838-0529
DAllen@theallenlawoffices.com

Copies of all pleadings, testimony, orders, and correspondence in this proceeding should be served upon the attorneys listed above.

3. The Applicants are engaged in the generation, transmission, distribution, and sale of electricity at retail in the eastern, piedmont and western portions of North Carolina, and portions of South Carolina. Each applicant serves more than 150,000 North Carolina retail customers as of January 1, 2017. The Applicants also sell electricity at wholesale to many municipal, cooperative, and investor-owned electric utilities. The Applicants are authorized to transact business in the State of North Carolina and are public utilities under the laws of the State of North Carolina. Accordingly, their operations in the State of North Carolina are subject to the jurisdiction of the Commission.

4. On July 27, 2017, following signing by the Governor, House Bill 589 became law. Part VIII of House Bill 589, enacted as N.C. Gen. Stat. §62-155(f), requires each electric utility serving more than 150,000 North Carolina retail jurisdictional customers as of January 1, 2017, to file with the Commission an application requesting approval of a program offering reasonable incentives to residential and nonresidential customers for the installation of small customer owned or leased solar energy facilities participating in a public utility's net metering tariff, where the incentive shall be limited to 10 kW AC for residential solar installations and 100 kW AC for nonresidential solar installations.

5. Under House Bill 589, Applicants are authorized to recover all reasonable and prudent costs of incentives provided to customers and program administrative costs. The total program incentives distributed during a calendar year and administrative costs, including the costs recoverable by the public utility pursuant to N.C. Gen. Stat. §62-133.8 (h) are to be amortized over a 20-year period, including the return component adjusted for income taxes at the utility's overall weighted average cost of capital established in its most recent general rate case.

6. As demonstrated herein and as further detailed in the following attachments, Appendix A (DEC's Solar Rebate Rider), Appendix B (DEP's Solar Rebate Rider), Appendix C (DEC's Solar Rebate Application) and Appendix D (DEP's Solar Rebate Application), which are attached hereto and incorporated by reference, Applicants' proposed plan meets the requirements of House Bill 589. New participation under the program shall be limited to no greater than 10,000 kilowatts (kW) per year of installed capacity starting in January 1, 2018 and ending December 31, 2022.

7. Residential and nonresidential installations shall not individually exceed 5,000 kW in a calendar year.

8. For nonresidential installations, 2,500 kW shall be set aside for use by nonprofit organizations, of which 50 kW will be used by the NC GreenPower Solar Schools Pilot Program or a similar program.

9. On or before April 1, 2019, and each calendar year thereafter Duke Energy will file a report with the Commission detailing participation rates by customer class, number of applications rejected, number of applications canceled at year-end, and the program costs incurred to date. In addition Duke Energy will file with the Commission a notice when prescribed subscription levels of the program reach capacity.

WHEREFORE, Duke Energy respectfully requests the Commission to approve of the program required by N.C. Gen. Stat. §62-155(f) as applied for herein.

Respectfully submitted this 22nd day of January, 2018.

By: 

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1514 Glenwood Ave., Suite 200
Raleigh, North Carolina 27608
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dallen@theallenlawoffices.com

Lawrence B. Somers, Deputy General Counsel
Duke Energy Corporation
P.O. Box 1551, NCRH 20
Raleigh, NC 27602
Tel: (919) 546-6722
Bo.Somers@duke-energy.com

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

VERIFICATION

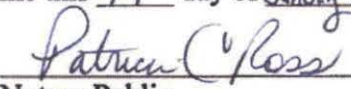
STATE OF NORTH CAROLINA)
) DOCKET NO. E-2, SUB 1167
) DOCKET NO. E-7, SUB 1166
COUNTY OF WAKE)

PERSONALLY APPEARED before me, Michael T. Kilpatrick, after first being duly sworn, said that he is Senior Product & Services Manager for Duke Energy Carolinas, LLC, and as such is authorized to make this verification; that he has read the foregoing *Application Requesting Approval of Solar Rebate Program* and knows the contents thereof; and that the same are true and correct to the best of his knowledge, information, and belief.



Michael T. Kilpatrick
Senior Product & Services Manager

Sworn to and subscribed before
me this 19 day of January, 2018.



Notary Public

PATRICIA C. ROSS
NOTARY PUBLIC
Mecklenburg County
North Carolina

My Commission expires: 10-17-2019

SOLAR REBATE RIDER SRR (NC)

AVAILABILITY

This Rider is available to a customer installing and operating a solar photovoltaic (PV) electric generating system who meet the eligibility requirements of and participate in Net Metering Rider NM. The system may either be owned by the Customer or by a lessor and leased to the Customer. Customer may not simultaneously receive service under this Rider and Company's Purchased Power Schedule PP or participate as a generation resource in NC GreenPower or other voluntary renewable resource power market.

Participation under the program is available on a "first-come-first-served" basis for systems installed on and after January 1, 2018, subject to the Company's discretion. New participation under the Rider shall be limited to no greater than 10,000 kilowatts (kW) per year of installed capacity starting in January 1, 2018 and ending December 31, 2022. Of this limit, residential and nonresidential installations shall not individually exceed 5,000 kW in a calendar year. For nonresidential installations, 2,500 kW shall be set aside for use by nonprofit organizations with 50 kW of the 2,500 kW set aside for use by the NC GreenPower Solar Schools Pilot or a similar program. A nonprofit organization is defined as an organization or association recognized by the Department of Revenue as tax exempt pursuant to N.C.G.S. 105-130.11(a) or any bona fide branch, chapter or affiliate of that organization. If in any year a portion of the incentives goes unsubscribed, the Company may roll excess incentives over into a subsequent year's allocation. Any unsubscribed capacity, regardless of any set aside requirement, available at January 1, 2023 shall be available to any customer meeting the rider qualifications.

Customers will be notified at the Company's website if the annual participation limit is achieved. Applications will continue to be accepted in the event previously accepted applications are rejected, but all Applications will be rejected and cancelled at year-end. Applications for a subsequent calendar year may be submitted no earlier than January 1st of the applicable year, and are applicable to both new installations and installations completed in the prior year provided the Application is made within 90 days of installation of the system. This Rider shall be available to new applicants until the later of December 31, 2022 or when the 10,000 kW annual capacity limit is achieved for all program years.

APPLICATION REQUIREMENTS

Customer must complete and submit a Solar Rebate Program Application requesting service under the Program no later than 90 days following installation of the system. The application will state the nameplate capacity in alternating current ("AC") for which the rebate is sought.

The Customer may apply prior to installation of the generating system, in which case a written guarantee will be provided reserving the rebate. For a residential customer who obtains a rebate reservation prior to installation the installation must be completed no later than 365 days from the date of rebate reservation by the Company. For nonresidential customer who obtains rebate reservation prior to installation the installation must be completed no later than 365 days from the date of an executed interconnection agreement by the Company.

To receive a rebate payment the Customer must first submit a Certificate of Completion indicating that the installation is complete and the Company must confirm that billing under an eligible rate schedule and Rider NM has commenced. The installation shall be subject to inspection and verification at any time, upon request by Company.

SOLAR REBATE RIDER SRR (NC)

SOLAR REBATE PAYMENT

The Customer shall receive a one-time Solar Rebate payment based upon the AC nameplate rating of Customer's solar PV electric generating system. The incentive shall be limited not to exceed 10 kW_{AC} for residential solar installations and 100 kW_{AC} for nonresidential solar installations. Pursuant to Net Metering Rider NM, the Customer's total installed capacity shall not be limited by the maximum rebate capacities.

Nonresidential customer Solar Rebate Payment: \$0.50 per watt

Residential customer Solar Rebate Payment: \$0.60 per watt

*Non-Profit customers shall receive a one-time Solar Rebate payment of \$0.75 per watt times the AC nameplate rating of the Customer's solar PV electric generating system.

RENEWABLE ENERGY CERTIFICATES (GREEN TAGS)

For any customer receiving service under a non-time of use demand rate schedule, any renewable energy credits (RECs) shall be retained by the Company.

CONTRACT PERIOD

The Contract Period for service under this Rider shall be ten (10) years from the date of initial participation and shall be renewed thereafter for successive one-year periods unless terminated by the Company. If the system is removed, rendered inoperable, the agreement for electric service is terminated, or electric service is discontinued under rate schedule as prescribed in availability section of this Rider prior to 120 months, the customer shall be subject to an early termination charge, unless early termination results from good cause as determined by the Company.

If within ninety (90) days of electric service termination a new customer takes over the site and elects electric service and assumes the Customer's obligations under this Rider, including but not limited to continued electric service under an eligible rate schedule and Rider NM the termination charges will be waived.

An early termination charge shall equal to one minus the number of months since initial participation divided by one hundred and twenty (120) multiplied by the rebate payment amount.

Early Termination Calculation: $(1 - (\# \text{ of Participating Months} / 120)) * \text{Rebate Payment Amount}$

Company reserves the right to terminate service under this Rider at any time upon written notice to Customer in the event that Customer violates any of the terms or conditions of this Rider, or operates the generating system in a manner which is detrimental to Company and/or its customers. Company may also terminate service under this Rider and request repayment of Solar Rebate Payment if Customer intentionally misstates or misrepresents the operating capacity or operating characteristics of the solar photovoltaic (PV) electric generating system during the Contract Period.

METERING REQUIREMENTS

The Customer grants the Company the right, at the Company's cost, to install, operate, and monitor special equipment to measure Customer's load, generating system output, or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation. Customer must provide access and designate a location on the load side of the Company's billing meter for Company to furnish, install, own and maintain metering with capability to record 100% of Customer's generator output. All metering shall be at a location that is readily accessible by Company.

GENERAL

Customer shall comply with all applicable standards and requirements for interconnecting generation with electric power systems. Company agrees to comply with all state registration and reporting requirements associated with RECs while Customer receives service under this Rider. The terms, conditions and provision of this Rider are subject to change upon approval by the state regulatory commission.

North Carolina Original Leaf No. ____

Effective January 1, 2018

NCUC Docket No. E-7, Sub ____, Order dated ____

SOLAR REBATE PROGRAM RIDER SRP-1

AVAILABILITY

This Rider is available to a customer installing and operating a solar photovoltaic (PV) electric generating system who meets the eligibility requirements of and participates in Net Metering for Renewable Energy Facilities Rider NM. The system may either be owned by the Customer or by a lessor and leased to the Customer. Customer may not simultaneously receive service under this Rider and Company's Purchased Power Schedule PP or participate as a generation resource in NC GreenPower or other voluntary renewable resource power market.

Participation under the program is available on a "first-come-first-served" basis for systems installed on and after January 1, 2018, subject to the Company's discretion. New participation under the Rider shall be limited to no greater than 10,000 kilowatts (kW) per year of installed capacity starting in January 1, 2018 and ending December 31, 2022. Of this limit, residential and nonresidential installations shall not individually exceed 5,000 kW in a calendar year. For nonresidential installations, 2,500 kW shall be set aside for use by nonprofit organizations with 50 kW of the 2,500 kW set aside for use by the NC GreenPower Solar Schools Pilot or a similar program. A nonprofit organization is defined as an organization or association recognized by the Department of Revenue as tax exempt pursuant to N.C.G.S. 105-130.11(a) or any bona fide branch, chapter or affiliate of that organization. If in any year a portion of the incentives goes unsubscribed, the Company may roll excess incentives over into a subsequent year's allocation. Any unsubscribed capacity, regardless of any set aside requirement, available at January 1, 2023 shall be available to any customer meeting the rider qualifications.

Customers will be notified at the Company's website if the annual participation limit is achieved. Applications will continue to be accepted in the event previously accepted applications are rejected, but all Applications will be rejected and cancelled at year-end. Applications for a subsequent calendar year may be submitted no earlier than January 1st of the applicable year, and are applicable to both new installations and installations completed in the prior year provided the Application is made within 90 days of installation of the system. This Rider shall be available to new applicants until the later of December 31, 2022 or when the 10,000 kW annual capacity limit is achieved for all program years.

APPLICATION REQUIREMENTS

Customer must complete and submit a Solar Rebate Program Application requesting service under the Program no later than 90 days following installation of the system. The application will state the nameplate capacity in alternating current ("AC") for which the rebate is sought.

The Customer may apply prior to installation of the generating system, in which case a written guarantee will be provided reserving the rebate. For a residential customer who obtains a rebate reservation prior to installation, the installation must be completed no later than 365 days from the date of rebate reservation by the Company. For nonresidential customer who obtains rebate reservation prior to installation, the installation must be completed no later than 365 days from the date of an executed interconnection agreement by the Company.

To receive a rebate payment the Customer must first submit a Certificate of Completion indicating that the installation is complete and the Company must confirm that billing under an eligible rate schedule and Rider NM has commenced. The installation shall be subject to inspection and verification at any time, upon request by Company.

SOLAR REBATE PAYMENT

The Customer shall receive a one-time Solar Rebate payment based upon the AC nameplate rating of Customer's solar PV electric generating system. The incentive shall be limited not to exceed 10 kW_{AC} for residential solar installations and 100 kW_{AC} for nonresidential solar installations. Pursuant to Rider NM, the Customer's total installed capacity shall not be limited by the maximum rebate capacities.

Nonresidential Customer Solar Rebate Payment: \$0.50 per watt

Residential Customer Solar Rebate Payment: \$0.60 per watt

*Non-Profit customers shall receive a one-time Solar Rebate payment of \$0.75 per watt times the AC nameplate rating of the Customer's solar PV electric generating system.

RENEWABLE ENERGY CERTIFICATES (GREEN TAGS)

For any customer receiving service under a non-time of use demand rate schedule, any renewable energy credits (RECs) shall be retained by the Company.

CONTRACT PERIOD

The Contract Period for service under this Rider shall be ten (10) years from the date of initial participation and shall be renewed thereafter for successive one-year periods unless terminated by the Company. If the system is removed, rendered inoperable, the agreement for electric service is terminated, or electric service is discontinued under rate schedule as prescribed in availability section of this Rider prior to 120 months, the customer shall be subject to an early termination charge, unless early termination results from good cause as determined by the Company.

If within ninety (90) days of electric service termination a new customer takes over the site and elects electric service and assumes the Customer's obligations under this Rider, including but not limited to continued electric service under an eligible rate schedule and Rider NM the termination charges will be waived.

An early termination charge shall equal to one minus the number of months since initial participation divided by one hundred and twenty (120) multiplied by the rebate payment amount.

Early Termination Calculation: $(1 - (\# \text{ of Participating Months} / 120)) * \text{Rebate Payment Amount}$

Company reserves the right to terminate service under this Rider at any time upon written notice to Customer in the event that Customer violates any of the terms or conditions of this Rider, or operates the generating system in a manner which is detrimental to Company and/or its customers. Company may also terminate service under this Rider and request repayment of Solar Rebate Payment if Customer intentionally misstates or misrepresents the operating capacity or operating characteristics of the solar photovoltaic (PV) electric generating system during the Contract Period.

METERING REQUIREMENTS

The Customer grants the Company the right, at the Company's cost, to install, operate, and monitor special equipment to measure Customer's load, generating system output, or any part thereof and to obtain any other data necessary to determine the operating characteristics and effects of the installation. Customer must provide access and designate a location on the load side of the Company's billing meter for Company to furnish, install, own and maintain metering with capability to record 100% of Customer's generator output. All metering shall be at a location that is readily accessible by Company.

GENERAL

Customer shall comply with all applicable standards and requirements for interconnecting generation with electric power systems. Company agrees to comply with all state registration and reporting requirements associated with RECs while Customer receives service under this Rider. The terms, conditions and provision of this Rider are subject to change upon approval by the state regulatory commission.

Solar Rebate Program Rider SRP (NC) Application

OFFICIAL COPY

Jan 22 2018

Customer Name	
Customer Account Number	
Email Address	
Project ID	
Facility Address	
Payment Address	
Installer Name	
Installer Address	
Projected/Installed kW-DC/kW-AC	
kW-AC Applicable to Solar Rebate	
Solar Rebate Calculation	
10kW-AC Maximum Rebate for Residential Installations (____ kW-AC\$0.60*1,000)	
**100kW-AC Maximum Rebate for Nonresidential Installations (____ kW-AC*0.50*1,000); Non-Profit Customer (____ kW-AC*\$0.75*1,000)	
Projected Solar Rebate Payment	\$
<i>I understand as an Installer I cannot guarantee a rebate payment from Duke Energy and that only the customer can receive the rebate check from Duke Energy.</i>	
Installer Name (Printed)	
Installer Signature	
Date	
<i>I understand there is no guarantee of a rebate payment by completing this application or interconnecting with Duke Energy. Upon confirmation of eligibility and program availability I will receive a letter guaranteeing my rebate payment.</i>	
Customer Name (Printed)	
Customer Signature	
Date	

Solar Rebate Program Rider SRP (NC) Application

Terms and Conditions

- A. There is no guarantee of rebate payment unless a written guarantee is received from Duke Energy by the Customer.
- B. Participation is available, at Duke Energy Carolinas ("DEC") sole discretion, on a "first-come, first-served" basis for systems installed on or after Jan. 1, 2018.
- C. An installed system is defined as installation of a bi-directional meter at the customers premises.
- D. DEC, in its sole and absolute discretion, may accept or reject any rebate application for good cause as determined by the Company.
- E. Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted and projected savings from your solar energy facility are therefore subject to change.
- F. As referenced in G.S. 62-126.4 each electric public utility shall file for Commission approval for revised net metering rates for electric customers. Retail customers that own and install a facility prior to the date the Commission approves new net metering rates may elect to continue net metering under the net metering rate in effect at the time of interconnection until January 1, 2027.
- G. I certify that I am a North Carolina customer of DEC and that I own or lease the System.
- H. I agree to retain service under the rider for a minimum of ten (10) years from the date of the initial participation and this term will be renewed thereafter for successive one-year periods unless terminated by DEC.
- I. I understand if the system is removed, rendered inoperable, the agreement for electric service is terminated, or electric service is discontinued under an applicable rate schedule as prescribed in availability section of this Rider prior to 120 months, the customer shall be subject to an early termination charge, unless early termination results from good cause as determined by the Company. An early termination charge shall equal to one minus the number of months since initial participation divided by one hundred and twenty (120) multiplied by the rebate payment amount. Early Termination Calculation: (1 - (# of Participating Months/120)) * Rebate Payment Amount
- J. I understand that payments made must be reported on IRS Form 1099 and I am responsible for any income tax consequence of the receipt of rebate payback.
- K. Annual Program Capacity: Participation cannot exceed 10,000kW-AC per year of installed capacity starting January 1, 2018 and ending December 31, 2022. Of this limit, residential and nonresidential installations shall not individually exceed 5,000 kW in a calendar year. For nonresidential installations, 2,500 kW shall be set aside for use by nonprofit organizations with 50 kW of the 2,500 kW set aside for use by the NC GreenPower Solar Schools Pilot or a similar program. Potential participants will be notified at the Company's website if the annual participation limit is achieved.
- L. Eligibility: North Carolina customers receiving concurrent electric retail service from DEC installing and operating a solar photovoltaic (PV) electric generating system who meet the eligibility requirements of and participate in Net Metering Rider NM.
- M. System Requirements: Program participants must adhere to all requirements associated with the Net Energy Metering Rider NM.
- N. Application Requirement: Customer must complete and submit a Solar Rebate Program Rider SRP Application requesting service under the Program no later than 90 days following installation of the system. The Customer may apply prior to installation of the generating system, in which case a written guarantee will be provided reserving the rebate. For a residential customer who obtains a rebate reservation prior to installation the installation must be completed no later than 365 days from the date of rebate reservation by the Company. For nonresidential customer who obtains rebate reservation prior to installation the installation must be completed no later than 365 days from the date of an executed interconnection agreement by the Company.
- O. Renewable Energy Certificates (RECs): For any customer receiving service under a non-time of use demand rate schedule, any renewable energy credits (RECs) shall be retained by the Company.
- P. Payment Terms: To receive a rebate payment the Customer must first submit a Certificate of Completion indicating that the installation is complete and the Company must confirm that billing under an eligible rate schedule and Rider NM has commenced. The Customer shall receive a one-time Solar Rebate payment based upon the AC nameplate rating of Customer's solar PV electric generating system. The incentive shall not to exceed 10 kW-AC for residential solar installations and 100 kW-AC for nonresidential solar installations. Pursuant to Rider NM, the Customer's total installed capacity shall not be limited by the maximum rebate capacities. Nonresidential Customer Solar Rebate Payment is \$0.50 per watt; Residential Customer Solar Rebate Payment: \$0.60 per watt; Non-Profit Customer Solar Rebate payment of \$0.75 per watt.

Solar Rebate Program Rider SRP (NC) Application

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Jan 22 2018

Customer Name	
Customer Account Number	
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Facility Address	
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kW-AC Applicable to Solar Rebate	
Solar Rebate Calculation	
10kW-AC Maximum Rebate for Residential Installations (____ kW-AC\$0.60*1,000)	
**100kW-AC Maximum Rebate for Nonresidential Installations (____ kW-AC*0.50*1,000); Non-Profit Customer (____ kW-AC*\$0.75*1,000)	
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<i>I understand as an Installer I cannot guarantee a rebate payment from Duke Energy and that only the customer can receive the rebate check from Duke Energy.</i>	
Installer Name (Printed)	
Installer Signature	
Date	
<i>I understand there is no guarantee of a rebate payment by completing this application or interconnecting with Duke Energy. Upon confirmation of eligibility and program availability I will receive a letter guaranteeing my rebate payment.</i>	
Customer Name (Printed)	
Customer Signature	
Date	

Solar Rebate Program Rider SRP (NC) Application

Terms and Conditions

- A. There is no guarantee of rebate payment unless a written guarantee is received from Duke Energy by the Customer.
- B. Participation is available, at Duke Energy Progress ("DEP") sole discretion, on a "first-come, first-served" basis for systems installed on or after Jan. 1, 2018.
- C. An installed system is defined as installation of a bi-directional meter at the customers premises.
- D. DEP, in its sole and absolute discretion, may accept or reject any rebate application for good cause as determined by the Company.
- E. Utility rates and utility rate structures are subject to change. These changes cannot be accurately predicted and projected savings from your solar energy facility are therefore subject to change.
- F. As referenced in G.S. 62-126.4 each electric public utility shall file for Commission approval for revised net metering rates for electric customers. Retail customers that own and install a facility prior to the date the Commission approves new net metering rates may elect to continue net metering under the net metering rate in effect at the time of interconnection until January 1, 2027.
- G. I certify that I am a North Carolina customer of DEP and that I own or lease the System.
- H. I agree to retain service under the rider for a minimum of ten (10) years from the date of the initial participation and this term will be renewed thereafter for successive one-year periods unless terminated by DEP.
- I. I understand if the system is removed, rendered inoperable, the agreement for electric service is terminated, or electric service is discontinued under an applicable rate schedule as prescribed in availability section of this Rider prior to 120 months, the customer shall be subject to an early termination charge, unless early termination results from good cause as determined by the Company. An early termination charge shall equal to one minus the number of months since initial participation divided by one hundred and twenty (120) multiplied by the rebate payment amount. Early Termination Calculation: $(1 - (\# \text{ of Participating Months} / 120)) * \text{Rebate Payment Amount}$
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- L. Eligibility: North Carolina customers receiving concurrent electric retail service from DEP installing and operating a solar photovoltaic (PV) electric generating system who meet the eligibility requirements of and participate in Net Metering for Renewable Energy Facilities Rider NM
- M. System Requirements: Program participants must adhere to all requirements associated with the Rider NM.
- N. Application Requirement: Customer must complete and submit a Solar Rebate Program Rider SRP Application requesting service under the Program no later than 90 days following installation of the system. The Customer may apply prior to installation of the generating system, in which case a written guarantee will be provided reserving the rebate. For a residential customer who obtains a rebate reservation prior to installation the installation must be completed no later than 365 days from the date of rebate reservation by the Company. For nonresidential customer who obtains rebate reservation prior to installation the installation must be completed no later than 365 days from the date of an executed interconnection agreement by the Company.
- O. Renewable Energy Certificates (RECs): For any customer receiving service under a non-time of use demand rate schedule, any renewable energy credits (RECs) shall be retained by the Company.
- P. Payment Terms: To receive a rebate payment the Customer must first submit a Certificate of Completion indicating that the installation is complete and the Company must confirm that billing under an eligible rate schedule and Rider NM has commenced. The Customer shall receive a one-time Solar Rebate payment based upon the AC nameplate rating of Customer's solar PV electric generating system. The incentive shall not to exceed 10 kW-AC for residential solar installations and 100 kW-AC for nonresidential solar installations. Pursuant to Rider NM, the Customer's total installed capacity shall not be limited by the maximum rebate capacities. Nonresidential Customer Solar Rebate Payment is \$0.50 per watt; Residential Customer Solar Rebate Payment: \$0.60 per watt; Non-Profit Customer Solar Rebate payment of \$0.75 per watt.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of Duke Energy Progress, LLC and Duke Energy Carolinas, LLC's Application Requesting Approval of Solar Rebate has been served by electronic mail (e-mail), hand delivery, or by depositing a copy in the United States Mail, first class postage prepaid, properly addressed to parties of record.

This, the 22nd day of January, 2018.



Dwight W. Allen
The Allen Law Offices, PLLC
1514 Glenwood Ave., Suite 200
Raleigh, North Carolina 27608
Tel: (919) 838-0529
DAllen@theallenlawoffices.com

ATTORNEY FOR DUKE ENERGY
PROGRESS, LLC,
AND DUKE ENERGY CAROLINAS, LLC