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November 14, 2019

# VIA ELECTRONIC FILING

Ms. Kimberley A. Campbell Chief Clerk North Carolina Utilities Commission 4325 Mail Service Center Raleigh, North Carolina 27699-4300

RE: Duke Energy Carolinas, LLC's and Duke Energy Progress, LLC's

**Proposed Customer Notice and Compliance Tariffs** 

Docket Nos. E-7, Sub 1185, E-2, Sub 1190 and E-100, Sub 90

Dear Ms. Campbell:

Pursuant to Ordering Paragraph 5 of the Commission's *Order Approving Renewable Advantage Rider and NC GreenPower Program Changes* (the "Order") issued October 15, 2019 in the above-referenced dockets, Duke Energy Carolinas, LLC ("DEC") and Duke Energy Progress, LLC ("DEP" and collectively, the "Companies") worked with the Public Staff and North Carolina GreenPower ("NCGP") to prepare the attached notice to inform NCGP tariff participants of the revisions approved by the Commission and the options available. The Companies will send the notice to NCGP tariff participants by letter and email in January 2020, following Commission approval.

Also, pursuant to Commission Rule R8-25(a) and the Order, the Companies enclose their compliance tariffs for the Renewable Advantage riders as well as changes to the NC GP Program changes, revised to reflect the approved changes in rates, effective for service rendered on and after January 1, 2020. DEC compliance tariffs include the Renewable Advantage Rider (NC), the Renewable Energy Program (NC), and the NC GreenPower Program (NC). DEP compliance tariffs include the Renewable Advantage Rider RA-1, NC GreenPower Program Rider GP-3, and NC GreenPower Program Renewable Rider REN-1D.

If you have any questions, please let me know.

Sincerely,

Kendrick C. Fentress

Kendnik C. derstress

Robert W. Kaylor

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

Enclosures

cc: Parties of Record

# Duke Energy Carolinas, LLC and Duke Energy Progress, LLC

**Proposed Customer Notice for** 

**NC GreenPower Program Participants** 

Docket Nos. E-7, Sub 1185, E-2, Sub 1190 and E-100, Sub 90

# NC GreenPower Program Change

# 100% of your funds support the installation of solar power at schools

Thank you for participating in the development of renewable energy through your monthly contribution to NC GreenPower. You can feel proud that you're taking an active role in improving the North Carolina environment now and for years to come.

Currently, a portion of your current NC GreenPower contribution supports the production of renewable energy and grants for educational solar PV installations at North Carolina K-12 schools.

We are pleased to announce a change in how this NC GreenPower program works, effective Jan. 1, 2020. NC GreenPower recently received North Carolina Utilities Commission approval to use 100% of NC GreenPower renewable energy contributions (from individuals and small businesses) for solar installations at North Carolina K-12 schools. This program modification is NC GreenPower's increased commitment to North Carolina schools and the preservation of the local environment.

The NC GreenPower program will continue uninterrupted, and this shift does not change your current contribution level. Also, this change does not affect any other NC GreenPower programs in which you may participate.

Visit the website to learn more about the NC GreenPower Solar Schools grant program.

Regards,

Duke Energy NC GreenPower Program Team Distributed Energy Technology

Duke Energy does not profit from NC GreenPower. One-hundred percent of the funds collected are transferred to NC GreenPower, which supports local renewable energy, the purchase of carbon offsets, and solar school projects in North Carolina.

# **Duke Energy Carolinas, LLC**

# **Compliance Tariffs:**

Renewable Advantage Rider (NC)

NC Renewable Energy Program (NC)

NC GreenPower Program (NC)

Docket Nos. E-7, Sub 1185 and E-100, Sub 90

#### RENEWABLE ADVANTAGE RIDER (NC)

#### AVAILABILITY (North Carolina only)

This Rider provides customers the option to foster and promote the use of renewable energy through the purchase of renewable attributes from Renewable Energy Resources. This Rider is available on a voluntary basis to residential and nonresidential customers receiving concurrent service from the Company who contract for a block(s) of Renewable Energy Credits generated from Renewable Energy Resources. The maximum number of customers served under this Rider shall be determined by the maximum number of blocks of Renewable Energy Credits available for purchase through the Rider. This Rider is not available for temporary service or for resale service. This Rider and the Program shall remain open to Eligible Customers pursuant to the Program's terms and conditions, as approved by the Commission.

# **GENERAL PROVISIONS**

Each customer may contract with the Company for the purchase of a block of Renewable Energy Credits to be billed to the customer monthly. The customer may change the number of blocks of Renewable Energy Credits contracted for once during the contract year, unless otherwise authorized by the Company.

Renewable Energy Credits will be produced, purchased or otherwise acquired to meet the expected blocks contracted for during each calendar year. The actual amount of energy used by the customer during any given month may be more or less than the number of blocks of Renewable Energy Credits for which the customer has contracted.

Energy associated with Renewable Energy Credits displaces energy that often would have otherwise been produced from traditional generating facilities.

#### **DEFINITIONS**

Renewable Energy Resources: For the purposes of this Rider, Renewable Energy Resources shall include resources both within and outside North Carolina generating electricity from renewable resources such as solar, wind, hydroelectric and biomass. The Renewable Energy Credits purchased under the Rider may be derived from any combination of different Renewable Energy Resources which fosters a blend of renewable energy. Resources must be certified as meeting the Green-e National Standard and provide for the acquisition of all environmental attributes, including all carbon dioxide attributes. Green-e is a program that provides independent verification of renewable energy attributes.

Renewable Energy Credits (RECs): RECs shall mean all environmental attributes associated with energy generated by the Renewable Energy Resource and shall be retired on the Customer's behalf and shall not be used for any other REC compliance purposes. A REC is equal to 1,000 kWh produced from a renewable resource.

Block of Renewable Energy Credit: A block of Renewable Energy Credits shall be sized at either 250 kWh or 500 kWh, as further defined under the Monthly Rate.

#### **MONTHLY RATE**

In addition to all other charges stated in the applicable Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

- I. For residential and nonresidential customers with a contract demand under 1,000 kW:
  - \$ 3.00 per block of Renewable Energy Certificate per month with a block size of 250 kWh
- II. For nonresidential customers purchasing a minimum of 10 blocks with a contract demand of 1,000 kW or greater or an aggregated maximum annual demand at multiple service locations of 5,000 kW or greater:
  - \$ 3.00 per block of Renewable Energy Certificate per month with a block size of 500 kWh

The Monthly Rate shall apply to the Customer's bill regardless of Customer's actual monthly kilowatt-hour consumption. A portion of the payment from customers shall be paid to NC GreenPower to support the installation of

North Carolina Original Leaf No. 335 Effective for bills rendered on and after January 1, 2020 NCUC Docket Nos. E-7, Sub 1185 and E-100, Sub 90 Order dated October 15, 2019

# RENEWABLE ADVANTAGE RIDER (NC)

solar power systems in North Carolina. NC GreenPower is a 501(c)(3) nonprofit supporting renewable energy and carbon offset projects and providing grants for solar installations at K-12 schools.

# **CONTRACT PERIOD**

Each customer shall purchase a specified number of blocks of Renewable Energy Resources on a month to month basis upon the condition that either party can terminate the contract by giving at least thirty (30) days prior notice of such termination in writing.

Electricity No. 4 North Carolina First Revised Leaf No. 325 Superseding North Carolina Original Leaf No. 325

# NC RENEWABLE ENERGY PROGRAM (NC)

#### AVAILABILITY (North Carolina only)

Available on a limited and voluntary basis to retail customers receiving concurrent service from the Company who contract for blocks of electricity generated from Renewable Energy Resources provided through the NC GreenPower Program administered by the NC GreenPower Corporation (NCGP). For participation in the NC Renewable Energy Program, purchase of a minimum of 40 blocks of Renewable Energy Resources per month is required.

The maximum number of customers served under this program shall be determined by the maximum number of blocks of Renewable Energy Resources available for purchase through the NC GreenPower Program.

#### GENERAL PROVISIONS

Each customer may contract with the Company annually to allow for the purchase Renewable Energy Resources to be billed to the customer monthly on the basis of a block of Renewable Energy Resources. The customer may change the number of blocks of Renewable Energy Resources contracted for once during the contract year unless otherwise authorized by the Company.

Renewable Energy Resources will be produced, purchased or otherwise acquired to meet the expected blocks contracted for during each calendar year with an appropriate true-up of the delivery of the blocks to the purchase of blocks within two years of the purchase. The actual amount of energy provided from Renewable Energy Resources during any given month may be more or less than the number of blocks of Renewable Energy Resources for which customers have contracted.

Customers participating in this program will continue to receive and pay for energy used under the applicable rate schedule. The contracted blocks provided under this Program shall be charged at the Rate shown below irrespective of the Customer's actual monthly kilowatt-hour usage. Charges under the Rate as set forth below will be used to offset the higher cost of producing, purchasing, and/or acquiring the appropriate Renewable Energy Resources. Funds collected through this Program will be provided to the NCGP and distributed as outlined in the NC GreenPower Program Plan as established and maintained by the NCGP.

Energy purchased and/or produced from Renewable Energy Resources will displace energy that would have otherwise been produced from traditional generating facilities, and may not be delivered specifically to the individual customer contracting for service under this program.

# **DEFINITIONS**

Renewable Energy Resources: For the purposes of this program, Renewable Energy Resources shall be those included in the NC GreenPower Program Plan and shall include renewable resources such as solar, wind, biomass, and small hydro, and used to generate electricity delivered to the electric grid in North Carolina.

Block of Renewable Green Energy Resources: A block of Renewable Energy Resources is equivalent to 250 kWh.

Month: The term "month" as used in this Program shall be customer's normal bill month for the period between monthly meter readings.

#### **RATE**

\$ 2.50 per block of Renewable Energy Resources per month with a minimum purchase of 40 blocks per month.

#### PAYMENT

Bills under this Program are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to terminate the customer's contract for this service.

#### CONTRACT PERIOD

Each customer shall enter into a contact to purchase a specified number of blocks of Renewable Energy Resources for a minimum original term of one year and from month to month thereafter upon the condition that either party can terminate the contract by giving at least thirty (30) days previous notice of such termination in writing.

Electricity No. 4 North Carolina Second Revised Leaf No. 324 Superseding North Carolina First Revised Leaf No. 324

# NC GREENPOWER PROGRAM (NC)

#### AVAILABILITY (North Carolina only)

Available on a limited and voluntary basis to retail customers receiving concurrent service from the Company who contract for a block(s) of electricity generated from Renewable Energy Resources to support deployment of solar photo-voltaic, other renewable technologies, or energy storage projects ("Projects") at North Carolina schools.

#### GENERAL PROVISIONS

All funds collected under this Rider will be used to pay a portion of the cost of Projects at schools. Customers participating in this program agree that their name, address, and the number of blocks purchased may be disclosed to NC GreenPower Corporation ("NCGP"). The funds, less applicable taxes, collected from customers under this Rider will be distributed to the NCGP, a nonprofit corporation, who will provide incremental payments to contractors installing Projects at schools selected by the NCGP for the participation in the NC GreenPower Program.

Service rendered under this Rider is subject to the provisions of the Service Regulations of Company on file with the state regulatory commission. Circumstances and/or actions which may cause the Company to terminate the availability of this Rider include but are not limited to: the retail supply of electric generation is deregulated; Company's participation in the statewide NC GreenPower Program is terminated; the statewide NC GreenPower Program is terminated; or other regulatory and/or legislative action supersedes or contravenes the Rider or the NC GreenPower Program.

#### **RATE**

In addition to all other charges stated in the Monthly Rate of the Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

\$ 4.00 per block of Renewable Energy Resources per month.

This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatt-hour consumption. Each block shall be considered as a contribution for the installation of Projects at schools. Customer shall specify the number of blocks requested and may change the number of monthly blocks purchased no more than once during each year, unless otherwise authorized by Company.

# **PAYMENT**

Bills under this Program are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the fifteenth day after the date of the bill. If any bill is not so paid, the Company has the right to terminate the customer's contract for this service.

#### CONTRACT PERIOD

Each customer shall enter into a contact to purchase a specified number of blocks of Renewable Energy Resources on a month to month basis upon the condition that either party can terminate the contract by giving at least thirty (30) days previous notice of such termination in writing.

# **Duke Energy Progress, LLC**

# **Compliance Tariffs:**

Renewable Advantage Rider RA-1

NC GreenPower Program Renewable Rider REN-1D

NC GreenPower Program Rider GP-3

Docket Nos. E-2, Sub 1190 and E-100, Sub 90

#### RENEWABLE ADVANTAGE RIDER RA-1

#### **AVAILABILITY**

This Rider provides customers the option to foster and promote the use of renewable energy through the purchase of renewable attributes from Renewable Energy Resources. This Rider is available on a voluntary basis to residential and nonresidential customers receiving concurrent service from the Company who contract for a block(s) of Renewable Energy Credits generated from Renewable Energy Resources. The maximum number of customers served under this Rider shall be determined by the maximum number of blocks of Renewable Energy Credits available for purchase through the Rider. This Rider is not available for temporary service or for resale service. This Rider and the Program shall remain open to Eligible Customers pursuant to the Program's terms and conditions, as approved by the Commission.

### **GENERAL PROVISIONS**

Each customer may contract with the Company for the purchase of a block of Renewable Energy Credits to be billed to the customer monthly. The customer may change the number of blocks of Renewable Energy Credits contracted for once during the contract year, unless otherwise authorized by the Company.

Renewable Energy Credits will be produced, purchased or otherwise acquired to meet the expected blocks contracted for during each calendar year. The actual amount of energy used by the customer during any given month may be more or less than the number of blocks of Renewable Energy Credits for which the customer has contracted.

Energy associated with Renewable Energy Credits displaces energy that often would have otherwise been produced from traditional generating facilities.

#### **DEFINITIONS**

Renewable Energy Resources: For the purposes of this Rider, Renewable Energy Resources shall include resources both within and outside North Carolina generating electricity from renewable resources such as solar, wind, hydro-electric and biomass. The Renewable Energy Credits purchased under the Rider may be derived from any combination of different Renewable Energy Resources which fosters a blend of renewable energy. Resources must be certified as meeting the Green-e National Standard and provide for the acquisition of all environmental attributes, including all carbon dioxide attributes. Green-e is a program that provides independent verification of renewable energy attributes.

Renewable Energy Credits (RECs): RECs shall mean all environmental attributes associated with energy generated by the Renewable Energy Resource and shall be retired on the Customer's behalf and shall not be used for any other REC compliance purposes. A REC is equal to 1,000 kWh produced from a renewable resource.

Block of Renewable Energy Credit: A block of Renewable Energy Credits shall be sized at either 250 kWh or 500 kWh, as further defined under the Monthly Rate.

# **MONTHLY RATE**

In addition to all other charges stated in the applicable Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

- I. For residential and nonresidential customers with a contract demand under 1,000 kW:
  - \$ 3.00 per block of Renewable Energy Certificate per month with a block size of 250 kWh

RIDER GP-3 Sheet 1 of 2

II. For nonresidential customers purchasing a minimum of 10 blocks with a contract demand of 1,000 kW or greater or an aggregated maximum annual demand at multiple service locations of 5,000 kW or greater:

\$ 3.00 per block of Renewable Energy Certificate per month with a block size of 500 kWh

The Monthly Rate shall apply to the Customer's bill regardless of Customer's actual monthly kilowatt-hour consumption. A portion of the payment from customers shall be paid to NC GreenPower to support the installation of solar power systems in North Carolina. NC GreenPower is a 501(c)(3) nonprofit supporting renewable energy and carbon offset projects and providing grants for solar installations at K-12 schools.

# **CONTRACT PERIOD**

Each customer shall purchase a specified number of blocks of Renewable Energy Resources on a month to month basis upon the condition that either party can terminate the contract by giving at least thirty (30) days prior notice of such termination in writing.

Effective for service rendered on and after January 1, 2020 NCUC Docket Nos. E-2, Sub 1190 and E-100, Sub 90

RIDER RA-1 Sheet 2 of 2

RR-5

Duke Energy Progress, LLC (North Carolina Only)

# NC GREENPOWER PROGRAM RENEWABLE RIDER REN-1D

#### **AVAILABILITY**

This Rider is available on a voluntary basis in conjunction with any of Company's Schedules for Customer who contracts with Company for blocks of electricity produced from Renewable Resources provided through the statewide NC GreenPower Program.

The maximum number of customers participating under this Rider shall be determined by the maximum number of blocks of electricity available through the NC GreenPower Program.

This Rider is not available for temporary, for resale service, or for Customer purchases of less than 40 blocks of electricity under this Rider.

The provisions of the Schedule with which this Rider is used are modified only as shown herein.

# **MONTHLY RATE**

In addition to all other charges stated in the Monthly Rate of the Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

\$2.50 per block

The minimum monthly charge shall be a charge for 40 blocks of electricity.

This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatt-hour consumption.

# **DEFINITIONS**

- 1. Block of Electricity
  A block of electricity is equal to 250 kWh.
- 2. Renewable Resources

For purposes of this tariff, Renewable Resources are those renewable resources included in the NC GreenPower Program used to generate electricity delivered to the electric grid in North Carolina, which include such renewable resources as solar, wind, small hydro and biomass.

#### SALES TAX

To the above charges will be added any applicable North Carolina Sales Tax.

#### SPECIAL CONDITIONS

The actual amount of electricity provided by Renewable Resources under this Rider to the statewide electricity grid in North Carolina during any specific month may vary from the number of blocks customers have purchased. However, a true-up of the delivery of the blocks to the purchase of blocks shall be completed within two years of the purchase.

RIDER REN-1D Sheet 1 of 2

The electricity purchased from the Renewable Resources may not be specifically delivered to Customer, but will displace electricity that would have otherwise been produced from traditional generating facilities for delivery to customers within the State of North Carolina. This electricity shall be provided to the electricity grid.

# **DISTRIBUTION OF RIDER FUNDS**

Charges under this Rider will be used to offset the higher cost of producing, purchasing, and/or acquiring the Renewable Resources.

The funds, less applicable taxes, collected from customers served under this Rider will be distributed as follows:

- 1. To the NC GreenPower Corporation, hereafter called "NCGP", a nonprofit corporation, for the operational and administrative costs of the NCGP necessary to administer and promote the state-wide NC GreenPower Program, and
  - 2. To the NCGP who will provide incremental payments to the generators of the Renewable Resources selected by the NCGP for the participation in the NC GreenPower Program.

# **CONTRACT PERIOD**

The Contract Period under this Rider shall be for one (1) year. After the initial period, Customer or Company may terminate service under this Rider by giving the other party at least thirty (30) days previous written notice.

#### **GENERAL**

Service rendered under this Rider is subject to the provisions of the Service Regulations of Company on file with the state regulatory commission.

Circumstances and/or actions which may cause the Company to terminate the availability of this Rider include but are not limited to: the retail supply of electric generation is deregulated; Company's participation in the statewide NC GreenPower Program is terminated; the statewide NC GreenPower Program is terminated; or other regulatory and/or legislative action supersedes or contravenes the Rider or the NC GreenPower Program.

Supersedes Rider REN-1C Effective for service rendered on and after January 1, 2020 NCUC Docket Nos. E-2, Sub 1190 and E-100, Sub 90

RIDER REN-1D Sheet 2 of 2

RR-4

Duke Energy Progress, LLC (North Carolina Only)

# NC GREENPOWER PROGRAM RIDER GP-3

# **AVAILABILITY**

This Rider is available on a voluntary basis in conjunction with any of Company's Schedules for Customer who contracts with Company for a block or blocks to support deployment of solar photovoltaic, other renewable technologies, or energy storage projects ("Projects") at North Carolina schools. This Rider is not for temporary service or for resale service. The provisions of the Schedule with which this Rider is used are modified only as shown herein.

# MONTHLY RATE

In addition to all other charges stated in the Monthly Rate of the Schedule with which this Rider is used, the following charge shall also apply to each block Customer purchases:

# \$4.00 per block

This Rider's Monthly Rate shall be applied to Customer's billing regardless of Customer's actual monthly kilowatthour consumption. Each block shall be considered as a contribution for the installation of Projects at schools. Customer shall specify the number of blocks requested and may change the number of monthly blocks purchased no more than once during each year, unless otherwise authorized by Company.

# **SALES TAX**

To the above charges will be added any applicable North Carolina Sales Tax.

# DISTRIBUTION OF RIDER FUNDS

All funds collected under this Rider will be used to pay a portion of the costs of Projects at schools. Customers participating in this program agree that their name, address, and the number of blocks purchased may be disclosed to NC GreenPower Corporation ("NCGP"). The funds, less applicable taxes, collected from customers under this Rider will be distributed to the NCGP, a nonprofit corporation, who will provide incremental payments to contractors installing Projects at schools selected by the NCGP for participation in the NC GreenPower Program.

#### CONTRACT PERIOD

Customer or Company may terminate service under this Rider by giving the other party at least thirty (30) days prior notice.

# **GENERAL**

Service rendered under this Rider is subject to the provisions of the Service Regulations of Company on file with the state regulatory commission. Circumstances and/or actions which may cause the Company to terminate the availability of this Rider include but are not limited to: the retail supply of electric generation is deregulated; Company's participation in the statewide NC GreenPower Program is terminated; the statewide NC GreenPower Program is terminated; or other regulatory and/or legislative action supersedes or contravenes the Rider or the NC GreenPower Program.

Supersedes Rider GP-2A Effective for service rendered on and after January 1, 2020 NCUC Docket Nos. E-2, Sub 1190 and E-100, Sub 90

RIDER GP-3 Sheet 1 of 1

# **CERTIFICATE OF SERVICE**

I certify that a copy of Duke Energy Carolinas, LLC and Duke Energy Progress, LLC's Proposed Customer Notice and Compliance Tariffs, in Docket Nos. E-7, Sub 1185; E-2, Sub 1190 and E-100, Sub 90, has been served by electronic mail, hand delivery, or by depositing a copy in the United States Mail, 1<sup>st</sup> Class Postage Prepaid, properly addressed to parties of record.

This the 14<sup>th</sup> day of November, 2019.

Kendrick C. Fentress

Kendrick C. derstoes

Associate General Counsel

**Duke Energy Corporation** 

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