### Poyner Spruill "F

February 3, 2016

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### VIA ELECTRONIC FILING

Gail L. Mount Chief Clerk North Carolina Utilities Commission 430 N. Salisbury Street – Dobbs Building Raleigh, NC 27603

**RE: Docket No. E-100, Sub 140** Biennial Determination of

> Avoided Cost Rates for Electric Utility Purchases From Qualifying Faculties - 2014

Dear Ms. Mount:

On December 17, 2015, the North Carolina Utilities Commission (the "Commission") issued and Order (the "Order") approving avoided cost rates proposed by Western Carolina University ("WCU") and New River Light and Power Company ("NRLP") and directing each to file its rates, schedules and standard contracts in connection therewith. Pursuant to the Order, WCU and NRLP herewith file the following:

- 1. Exhibit WCU 1 Rate SPP Demand Small Power Supplier Reimbursement Formula for Total Aggregate Loads for WCU up to 1 MW (with Demand Credit);
- 2. Exhibit WCU 2 Rate SPP No Demand Small Power Supplier Reimbursement Formula for Total Aggregate Loads for WCU up to 1 MW (without Demand Credit);
- 3. Exhibit WCU 3 Small Power Production Supplier Reimbursement Formula for Total Aggregate Loads for WCU over 1 MW;
- 4. Exhibit WCU 4 Small Power Production Supplier Reimbursement Formula for Fixed Long-Term Rate;

February 3, 2016 Page 2

- 5. Exhibits WCU 5 and WCU 6 Purchased Power Agreement for Aggregate WCU Loads Totaling Less Than One MW (WCU 5) and more than One MW (WCU -6);
- 6. <u>Exhibit NRLP</u> 1 Small Power Production Supplier Reimbursement Formula Schedule PP (NC) Purchased Power;
- 7. <u>Exhibit NRLP</u> 2 Purchased Power Agreement for Renewable Energy or PURPA Qualified Electric Generation.

Please do not hesitate to contact me if you have any questions about this filing.

Sincerely,

Michael S. Colo

MSC/lgw

Attachments

cc: Ed Miller

Kevin O'Donnell

### **EXHIBIT WCU-1**

# WESTERN CAROLINA UNIVERSITY SMALL POWER SUPPLIER REIMBURSEMENT FORMULA FOR TOTAL AGGREGATE LOADS FOR WCU UP TO 1 MW (WITH DEMAND CREDIT)

### Rate SPP DEMAND

MPSS = ((CER X CES) + (CDR X CDA)) - \$25.00

In June of each year, a true-up of estimated demand and energy will occur, thereby resulting in a charge or a credit to the small power supplier. The formula for this charge or credit will be applied in July of each year and is as follows:

 $True-Up = (PPAER \times PES) + (PPADR \times PDA)$ 

MPSS = Monthly payment to Small Power Production Supplier.

CER = Current month Energy Rate of \$.02315 per KWH, as shown on the University's current bill from its supplier, Duke Energy Carolinas.

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 of \$18.755 per KW, as shown on the University's current bill from its supplier, Duke Energy Co.

CDA = Estimated 12-month demand avoided as a result of the KW supplied by the Small Power Production Supplier.

PPAER = the difference between the previous year's monthly energy rate per kWh and the adjusted energy rate per kWh, as shown on annual workpapers provided by Duke Energy Company in June of each year.

PES = Previous calendar year energy supplied, in KWH, by the Small Power Production Supplier.

PPADR = = the difference between the previous year's monthly demand rate per kW and the adjusted demand rate per kW, as shown on annual workpapers provided by Duke Energy Company in June of each year.

PDA = the difference between the estimated 12-month demand avoided (CDA) and the 12-month actual demand for the previous calendar year.

\$25 = A charge of \$25.00 for meter reading, billing and administrative overhead.

### MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit and the Demand Credit reduced by a special meter reading and billing of \$25.00.

For service rendered from Jan. 1, 2016 through Dec. 31, 2016.

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

### **EXHIBIT WCU-2**

# WESTERN CAROLINA UNIVERSITY SMALL POWER SUPPLIER REIMBURSEMENT FORMULA FOR TOTAL AGGREGATE LOADS FOR WCU UP TO 1 MW (WITHOUT DEMAND CREDIT)

### Rate SPP NO DEMAND

 $MPSS = (CER \times CES) - \$8.25$ 

In June of each year, a true-up of estimated energy will occur, thereby resulting in a charge or a credit to the small power supplier. The formula for this charge or credit will be applied in July of each year and is as follows:

True-Up = (PPAER X PES)

MPSS = Monthly payment to Small Power Production Supplier.

CER = Current month Energy Rate of \$.02315 per KWH, as shown on the University's current bill from its major supplier, Duke Energy Co.

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

PPAER = Purchased Power Adjustment Energy Rate per KWH, as shown on annual workpapers provided by Duke Energy Company in June of each year.

PES = Previous years Energy Supplied, in KWH, by the Small Power Production Supplier.

\$8.25 = A charge of \$8.25 for meter reading and administrative overhead.

### MONTHLY PAYMENT

Company shall pay Seller the sum of the Energy Credit reduced by a meter reading and billing charge of \$8.25.

For service rendered from Jan. 1, 2016 through Dec. 31, 2016.

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

### **EXHIBIT WCU-3**

## WESTERN CAROLINA UNIVERSITY SMALL POWER PRODUCTION SUPPLIER REIMBURSEMENT FORMULA FOR TOTAL AGGREGATE LOADS FOR WCU OVER 1 MW

For all renewable or PURPA-qualified loads in excess of a cumulative total of 1 MW on the WCU system, the university will adopt the then-current Duke Energy PP (NC) rates. The attached rates represent the Duke Energy PP (NC) rates currently in place. If/when the PP (NC) rates change, the rates for small power production for WCU cumulative loads over 1 MW will correspondingly change as well.

### **EXHIBIT WCU-4**

## WESTERN CAROLINA UNIVERSITY SMALL POWER PRODUCTION SUPPLIER REIMBURSEMENT FORMULA FOR FIXED LONG-TERM RATE

For all renewable or PURPA-qualified loads in which the renewable generator wishes to obtain fixed long-term rates, the university will adopt the then-current Duke Energy PP (NC) rates. The attached rates represent the Duke Energy PP (NC) rates in place at the time of the filing. If/when the PP (NC) rates change, the rates for small power production for WCU cumulative loads over 1 MW will correspondingly change as well.

### AVAILABILITY (North Carolina only)

Upon Seller's completion and Company's acceptance of a Purchase Power Agreement, this Schedule is available for electrical energy and capacity supplied by Eligible Qualifying Facilities (as defined below) to Company, provided Seller is a Qualifying Facility as defined by the Federal Energy Regulatory Commission's (FERC) Order No. 70 under Docket No. RM79-54 and 18 C.F.R. §§ 292.203, 292.204, and 292.205. This Schedule is not available for electric service supplied by Company to Seller or to Seller who has negotiated rate credits or conditions with Company which are different from those below. This Schedule is not available to a Qualifying Facility owned by a Customer or affiliate or partner of a Customer, who sells power to the Company from another Qualifying Facility of the same energy resource located within one-half mile, as measured from the electrical generating equipment, unless the combined capacity is equal to or less than five (5) megawatts.

Service necessary for the delivery of power from the Seller's generating facilities into Company's system shall be furnished solely to the individual contracting Seller in a single enterprise, located entirely on a single, contiguous premise. Service hereunder shall be restricted to Company's purchase of energy or energy and capacity from the Customer's generating facilities up to the Contract Capacity specified in the Purchase Power Agreement which may be operated in parallel with Company's system. Power delivered to Company under this Schedule shall not offset or be substituted for power contracted for or which may be contracted for under any other schedule of Company. If Seller requires supplemental, back-up, or standby services, Seller shall enter into a separate service agreement with Company in accordance with Company's applicable electric rates, riders, and Service Regulations on file with and authorized by the state regulatory agency having jurisdiction.

All qualifying facilities have the option to sell energy to the Company on an "as available" basis and receive energy credits only calculated using the Variable Rates identified in this Schedule for the delivered energy. The Variable Energy Credit shall constitute the "as available" avoided cost credit for Non-Eligible Qualifying Facilities. The Fixed Long Term Credit rates on this schedule are available only to otherwise eligible Sellers that establish a Legally Enforceable Obligation on or before the filing date of proposed rates in the next biennial avoided cost proceeding, provided eligible Seller begins delivery of power no later than thirty (30) months from the date of the order approving avoided cost rates in Docket No. E-100, Sub 140, but may be extended beyond 30 months if construction is nearly complete and Seller demonstrates that it is making a good faith effort to complete its project in a timely manner.

Sellers not qualifying for the Fixed Long Term Credit rates remain eligible for the Variable Credit rates or the Fixed Long Term Credit rates proposed in the next biennial avoided cost proceeding, which will be subject to adjustment if different rates are approved by the North Carolina Utilities Commission in that proceeding.

### QUALIFYING FACILITIES ELIGIBLE FOR CAPACITY AND/OR ENERGY CREDITS

In order to be an Eligible Qualifying Facility and receive Energy Credits under this Schedule, the Qualifying Facility must be a hydroelectric or a generator fueled by trash or methane derived from landfills, solar, wind, hog or poultry waste-fueled or non-animal biomass-fueled Qualifying Facility with a Contract Capacity of five (5) megawatts or less, based on the nameplate rating of the generator or other non-hydroelectric generating facilities contracting to sell generating capacity and energy not in excess of three (3) megawatts, which are interconnected directly with the Company's system and which are Qualifying Facilities as defined by the Federal Energy Regulatory Commission pursuant to Section 210 of the Public Utility Regulatory Policies Act of 1978.

Capacity Credits are limited to Eligible Qualifying Facilities located within Company's service area that are classified as New Capacity in accordance with FERC Order No. 69 under Docket No. RM79-55 and interconnected to Company's transmission or distribution facilities in accordance with the North Carolina Utilities Commission's Order dated September 21, 1981 in Docket No. E-100, Sub 41, or to those Eligible Qualifying Facilities who were selling electricity to Company and receiving Capacity Credits under an existing Purchase Power Agreement on April 1, 2005. The availability of Fixed Long-Term and Variable Capacity Credits is subject to the following conditions:

The 5-Year, 10-Year, and 15-Year Fixed Long-Term and Variable Capacity Credits below are available to hydroelectric qualifying facilities owned or operated by small power producers as defined in G.S. 62-3(27a), non-hydroelectric qualifying facilities fueled by trash or methane derived from landfills, solar, wind, hog or poultry waste-fueled or non-animal biomass-fueled Eligible Qualifying Facilities with Contract Capacities of five (5) megawatts or less. Other Eligible Qualifying Facilities with Contract Capacities of three (3) megawatts or less are eligible for 5-Year Fixed Long-Term and Variable Capacity Credits below.

Eligible Qualifying Facilities receiving Capacity Credits under this Schedule shall also receive corresponding Energy Credits of like term.

#### TYPE OF SERVICE

Company will furnish 60 Hertz service through one metering point, at one delivery point, at one of the following approximate voltages, where available, upon mutual agreement:

Single-phase, 120/240 volts; or

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3-phase, 3-wire, 240, 480, 4160, 12470, or 24940 volts, or

3-phase voltages other than the foregoing may be available, but only at the Company's option, and provided that the size of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications

The type of service under this Schedule shall be determined by the Company. Prospective customers shall ascertain the available voltage by written inquiry of the Company before purchasing equipment.

#### RATE

The Company shall pay Eligible Qualifying Facilities for energy and/or capacity furnished to Company at the Credits set forth below as applicable. Such payments shall be reduced by both the Administrative Charge and any applicable Interconnection Facilities Charge. The Seller may elect to receive payments under either Option A or Option B based upon the Seller's preference for on-peak time-of-use hours.

#### **Energy and Capacity Credits**

Eligible Qualifying Facilities eligible for Company's Fixed Long-Term and/or Variable Energy and Capacity Credits shall be paid based upon the Seller's interconnection with Company's distribution or transmission system for all energy delivered to Company's system as registered or computed from Company's metering facilities. The Energy and Capacity Credit will be in accordance with the length of rate term for energy sales so established in the Purchase Agreement.

#### Option A

Administrative Charge

\$19.91 per month

### Interconnection Facilities Charge

The Interconnection Charge for each customer is set forth in the Agreement as outlined in the Terms and Conditions; however, the \$25.00 minimum will not apply if the charge is for a meter only.

Int	erconnected to Distribution System:			Fixed Long-Term	Rate (a)
1.	Capacity Credit	Variable Rate	5 Years	10 Years (a)	15 Years (a)
	a. All On-Peak Energy per On-Peak Month per kWh:	- 40 4840	520720253	-8-200	CEOUNTON
	<ol> <li>Hydroelectric facilities with no storage capability and no other type generation</li> </ol>	3.25¢	3.37¢	3.55¢	3.73¢
	ii. for all other hydroelectric and all non-hydroelectric facilities	1.95¢	2.02¢	2.13€	2.24¢
	b. All On-Peak Energy per Off-Peak Month per kWh:				
	<ol> <li>Hydroelectric facilities with no storage capability and no other type generation</li> </ol>	1.63¢	1,68€	1.78¢	1.86¢
	ii. for all other hydroelectric and all non-hydroelectric facilities	0.98∉	1,01¢	1.07€	1.12¢
П.	Energy Credit				
	a. All On-Peak Energy per Month per kWh:	4.05¢	4.31¢	4.87¢	5.28€
	b. All Off-Peak Energy per Month per kWh:	3.07¢	3.17€	3,79€	4.20€
Inte	erconnected to Transmission System:			Fixed Long-Term	Rate (a)
I.	Capacity Credit	Variable Rate	5 Years	10 Years (a)	15 Years (a)
	a. All On-Peak Energy per On-Peak Month per kWh:				27-13-12-12-12
	<ol> <li>Hydroelectric facilities with no storage capability and no other type generation</li> </ol>	3.18¢	3.29€	3.47¢	3.64€
	ii. for all other hydroelectric and all non-hydroelectric facilities	1.91∉	1.97¢	2.08¢	2.18∉
	b. All On-Peak Energy per Off-Peak Month per kWh:				
	<ol> <li>Hydroelectric facilities with no storage capability</li> </ol>	1.59¢	1.64¢	1.73¢	1.82¢
	and no other type generation	50.00	4.44	1000	20.00
II.	<li>ii. for all other hydroelectric and all non-hydroelectric facilities Energy Credit</li>	0.95¢	0.99€	1.04€	1.09¢
11.		7.054	4.214	4761	2 164
	a. All On-Peak Energy per Month per kWh:	3.95¢	4.21¢	4.76¢	5.16¢
	b, All Off-Peak Energy per Month per kWh:	3.01¢	3.10¢	3.71€	4.11¢

### Option B

Administrative Charge

\$ 19.91 per month

Interconnection Charge

The Interconnection Facilities Charge for each customer is set forth in the Agreement as outlined in the Terms and Conditions; however, the \$25.00 minimum will not apply if the charge is for a meter only.

### Interconnected to Distribution System:

			Fixed Long-Term Rate (a)		
Capacity Credit	Variable Rate	5 Years	10 Years (a)	15 Years (a)	
<ul> <li>a. All On-Peak Energy per Summer Month per kWh:</li> <li>i. Hydroelectric facilities with no storage capability and no other type generation</li> </ul>	9.94€	10.29¢	10.85¢	11,38¢	
ii. for all other hydroelectric and all non-hydroelectric facilities	5.96¢	6.17¢	6.51¢	6.83¢	
b. All On-Peak Energy per Non-Summer Month per kWh:					
<ul> <li>i. Hydroelectric facilities with no storage capability and no other type generation</li> </ul>	3.85€	3.98¢	4.20¢	4.40¢	
ii. for all other hydroelectric and all non-hydroelectric facilities	2.31€	2.39€	2.52€	2.64¢	
a. All On-Peak Energy per Month per kWh:	4.24¢	4.46¢	5.04¢	5.47¢	
b. All Off-Peak Energy per Month per kWh:	3.34¢	3.49¢	4.09€	4.50¢	
	a. All On-Peak Energy per Summer Month per kWh: i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities b. All On-Peak Energy per Non-Summer Month per kWh: i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities Energy Credit a. All On-Peak Energy per Month per kWh:	a. All On-Peak Energy per Summer Month per kWh:  i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities b. All On-Peak Energy per Non-Summer Month per kWh: i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities Energy Credit a. All On-Peak Energy per Month per kWh:  4.24¢	a. All On-Peak Energy per Summer Month per kWh: i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities b. All On-Peak Energy per Non-Summer Month per kWh: i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities Energy Credit a. All On-Peak Energy per Month per kWh: 4.24¢ 4.46¢	Capacity Credit a. All On-Peak Energy per Summer Month per kWh: i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities b. All On-Peak Energy per Non-Summer Month per kWh: i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities Energy Credit a. All On-Peak Energy per Month per kWh: 4.24¢ 4.46¢ 5.04¢	

#### Interconnected to Transmission System:

	A THE REPORT OF THE PROPERTY O		Fixed Long-Term Rate (a)				
I.	Capacity Credit	Variable Rate	5 Years	10 Years (a)	15 Years (a)		
	<ul> <li>a. All On-Peak Energy per Summer Month per kWh;</li> <li>i. Hydroelectric facilities with no storage capability and no other type generation</li> </ul>	9,71¢	10.05¢	10.60€	11.11¢		
	ii. for all other hydroelectric and all nonhydroelectric facilities	5.82¢	6.03¢	6.36¢	6.67¢		
	b. All On-Peak Energy per Non-Summer Month per kWh:     i. Hydroelectric facilities with no storage capability     and no other type generation	3.76¢	3.89¢	4.10¢	4.30¢		
	ii. for all other hydroelectric and all nonhydroelectric facilities	2.25€	2.33¢	2.46¢	2.58¢		
11.	Energy Credit a. All On-Peak Energy per Month per kWh: b. All Off-Peak Energy per Month per kWh:	4.14¢ 3.26¢	4.35¢ 3.42¢	4.92¢ 4.00¢	5.34¢ 4.41¢		

### RENEWABLE ENERGY CREDITS

Unless otherwise specified in the Company's agreements with the Seller, the sale of power under this schedule does not convey to the Company the right to renewable energy credits (RECs) or green tags associated with the energy delivered.

### DEFINITION OF MONTH FOR BILLING PUROSES

For Option A Rates, the On-Peak Months shall be the billing Months of June through September and December through March. The Off-Peak Months shall be the billing Months of April, May, October and November.

For Option B Rates, the Summer Months are the period from June 1 through September 30. The Non-Summer Months are the period from October 1 through May 31.

### DETERMINATION OF ON-PEAK AND OFF-PEAK ENERGY

On-Peak Energy shall be energy, in kilowatt-hours, which is supplied to the Company during On-Peak Period Hours. Off-Peak Energy shall be energy, in kilowatt-hours, which is supplied to the Company during the Off-Peak Period Hours.

For Option A Rates, the On-Peak Period Hours shall be those hours, Monday through Friday, beginning at 7 A.M. and ending at 11 P.M. The Off-Peak Period Hours shall be all other weekday hours and all Saturday and Sunday hours.

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For Option B Rates, the On-Peak Period Hours shall be those hours, Monday through Friday, beginning at 1 P.M. and ending at 9 P.M. during Summer Months, and beginning at 6 A.M. and ending at 1 P.M. during Non-Summer Months. The Off-Peak Period Hours shall be all other weekday hours and all Saturday and Sunday hours. All hours for the following holidays shall be considered as Off-Peak: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

### INTERCONNECTION FACILITIES CHARGE

For Eligible Qualifying Facilities, the installed costs for all facilities constructed or installed by Company to interconnect and safely operate in parallel with Seller's equipment shall be determined in accordance with Company's Terms and Conditions for the Purchase of Electric Power. Interconnection of Customer's generation to Company's system shall be in accordance with the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generation Interconnections.

### POWER FACTOR CORRECTION

Unless the Seller is required by an Operating Agreement to adjust VAR production to support voltage control, when the Seller consumes VARs supplied by the Company or the Seller delivers VARs to Company, the Company may reduce the purchased energy measured in kilowatt-hours for that month by multiplying by the Average Consumed Power Factor. The Average Consumed Power Factor shall be the calculated on a monthly basis as the average kWh divided the average kVAh, where average kVAh shall be the squarer root of the sum of the average kWh squared plus the average consumed and delivered kVARh squared. Company reserves the right to install facilities necessary for the measurement of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of Company. If a Seller without an Operating Agreement is requested by the Company to operate pursuant to a voltage schedule by providing or absorbing VARS, the Seller shall be compensated in the same manner as sellers with Operating Agreements.

#### CONTRACT CAPACITY

The Contract Capacity shall be as specified in the Purchase Power Agreement between Company and Seller. Only one such Standard Contract shall be permitted for any Qualifying Facility.

#### RATE UPDATES

The Credits and Administrative Charge under this Schedule will be updated every two years. Sellers who have contracted for the Fixed Long-Term Credits will not be affected by updates in the Energy and Capacity Credits until their rate term expires. For all Qualifying Facilities selling to Company pursuant to the Variable Rate provisions of this schedule, such credits shall be updated and changed in accordance with the Commission's revisions to such credits in the Company's biennial avoided cost proceedings.

The sale, delivery, and use of electric power hereunder, and all services of whatever type to be rendered or performed in connection therewith, shall in all respects be subject to and in accordance with the Variable or Long-Term rates selected by Seller in Company's Schedule PP and the Terms and Conditions for the Purchase of Electric Power. Said Rate Schedule and Terms and Conditions for the Purchase of Electric Power are subject to change, revision, alteration or substitution, either in whole or in part, upon order of the Commission or any other regulatory authority having jurisdiction, and any such change, revision, alteration or substitution shall immediately be made a part of the Agreement as though fully written herein, and shall nullify any prior provision in conflict therewith. Any change to the Rate Schedule or Terms and Conditions shall not apply to the Fixed Long-Term Rates themselves, but it shall apply to all other provisions of the Rate Schedule and Terms and Conditions for the Purchase of Electric Power, including but not limited to Variable Rates, other types of charges, and all non-rate provisions.

#### PAYMENTS

Credit billings to the Seller shall be payable to the Seller within fifteen (15) days of the date of the bill.

Bills under this Schedule 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 suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

### CONTRACT PERIOD

Each Seller shall enter into a Purchase Power Agreement which shall specify the Contract Capacity committed for delivery throughout the term of the contract and shall specify the initial term and associated rate.

### **EXHIBIT WCU-5**

### PURCHASED POWER AGREEMENT FOR AGGREGATE WCU LOADS TOTALLING LESS THAN ONE MW

	HIS AGREEMENT executed in duplicate is made this day of, 20_, by between WESTERN CAROLINA UNIVERSITY, Cullowhee,
	rolina (the "University"), party of the first part, andplier"), party of the second part.
hereto, fo subject to	consideration of the mutual covenants herein contained, the parties or themselves, their successors and assigns, do hereby agree that, the following conditions, the Supplier shall sell and deliver electric the University, and the University shall purchase, receive, use and pay me:
1.	Service Requirements. The electric power to be delivered hereunder shall be made in Jackson County at or near Cullowhee, 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 bekilowatts.
2.	MONTHLY PAYMENTS. University shall pay the Supplier the sum of the energy credit and the demand credit reduced by a charge of \$25 or \$8.25 (depending on the rate schedule under which service is provided) for meter reading, billing, and administrative overhead.
3.	Energy Credit. The energy credit shall consist of the sum of the

Demand Credit. The demand credit, if any, shall consist of the sum of the demand rate per KW, as found in Rates SPP DEMAND for the estimated KW output of the Supplier's generator in the 12-month billing period, and the purchased power adjustment per KW for the

DEMAND, 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.

- metered KW output of the Supplier's generator during the aforementioned 12-month billing period.
- 4. General Requirements for Parallel Generation <u>Operation</u>. 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 of this Agreement. Additionally, the Application for Parallel Operation completed and signed by the Supplier is attached hereto and incorporated by reference. In reliance upon the accuracy of the information stated therein, the University has agreed to enter into the Agreement. Therefore, if the information is not true, such shall constitute a breach and the University's remedy shall be to cease all payments to Supplier and disconnect the small power production facility from the WCU 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. The University 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 University or any of its customers. Supplier may terminate the contract on thirty (30) days written notice to the University. In the event of early termination of a contract, the Supplier will be required to pay to the University to purchase power from Supplier at times when such power is not required on University's system or when such purchase would detrimentally impact the University's other customers.
- 6. Assignability. The parties agree that this contract is not assignable.

IN WITNESS WHEREOF, or	n the day and year first above written, the parties
hereto have caused their n	ames to be hereunto subscribed.
SUPPLIER	WESTERN CAROLINA UNIVERSITY

### **EXHIBIT WCU-6**

### PURCHASED POWER AGREEMENT FOR AGGREGATE WCU LOADS TOTALLING MORE THAN ONE MW

THIS	AGRI	EEMENT	exec	uted	in	dupli	cate	is	made	this	day	of
		20, by	and	betwe	een	WEST	ERN	CAF	ROLINA	NUN!	IVERS	ITY,
Cullowhee,	North	Carolina	(the	"Un	iver	sity"),	part	y 0	f the	first	part	and
("Supplier"), party of the second part.												

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

1. Service Requirements. The electric power to be delivered hereunder shall be generated in the University's electric service area in Jackson County at or near Cullowhee, North Carolina at a delivery point described as follows:

The maximum amount of electric power to be delivered under this agreement under normal operation conditions shall be \_\_\_\_\_ kilowatts.

- 2. MONTHLY PAYMENT. University shall pay the Supplier the sum of the energy recorded during the on-peak and off-peak times as listed in the Duke Energy Schedules PP-N and PP-H times the rate as found in the corresponding term length as found in Schedule PP-N and PP-H.
- 3. 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 of this agreement. Additionally, the Application for Parallel Operation completed and signed by the Supplier is attached hereto and incorporated by reference. In reliance upon the accuracy of the information stated therein, the University has agreed to enter into the Agreement. Therefore, if the information

is not true, such shall constitute a breach of this agreement and the University's remedy shall be to cease all payments to Supplier and disconnect the small power production facility from the WCU grid. The Supplier agrees to allow the University, its employees or agents to enter upon Supplier's property at any time to conduct inspections of the Supplier's generation equipment and interconnection equipment.

- 4. Contract Period. The initial term of this agreement shall be dependent on the contract service term as chosen by the renewable energy supplier but, at no point, will be for a term longer than specified in the Duke Energy Schedules PP-N and PP-H. This agreement will remain in place until replaced by a new contract or termination by the University or Supplier. The University 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 University or any of its customers or if the University sells the off-campus electric distribution system. Supplier may terminate the contract on thirty (30) days written notice to the University. In the event of early termination of a contract, the Supplier will be required to pay to the University al costs occasioned by such early cancellation. Nothing in this agreement shall be construed to require the University to purchase power from the Supplier at times when such power is not required on University's system or when such purchase would detrimentally impact the University's other customers.
- 5. 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 thereunto subscribed.

SUPPLIER	WESTERN CAROLINA UNIVERSITY

### **EXHIBIT NRLP-1**

### NEW RIVER LIGHT AND POWER SMALL POWER PRODUCTION SUPPLIER REIMBURSEMENT FORMULA

For all renewable or PURPA-qualified loads, NRLP will adopt the then-current Duke Energy PP (NC) rates. The attached rates represent the Duke Energy PP (NC) rates in place at the present time. If/when the PP (NC) rates change, the rates for small power production for NRLP will change as well.

### AVAILABILITY (North Carolina only)

Upon Seller's completion and Company's acceptance of a Purchase Power Agreement, this Schedule is available for electrical energy and capacity supplied by Eligible Qualifying Facilities (as defined below) to Company, provided Seller is a Qualifying Facility as defined by the Federal Energy Regulatory Commission's (FERC) Order No. 70 under Docket No. RM79-54 and 18 C.F.R. §§ 292.203, 292.204, and 292.205. This Schedule is not available for electric service supplied by Company to Seller or to Seller who has negotiated rate credits or conditions with Company which are different from those below. This Schedule is not available to a Qualifying Facility owned by a Customer or affiliate or partner of a Customer, who sells power to the Company from another Qualifying Facility of the same energy resource located within one-half mile, as measured from the electrical generating equipment, unless the combined capacity is equal to or less than five (5) megawatts.

Service necessary for the delivery of power from the Seller's generating facilities into Company's system shall be furnished solely to the individual contracting Seller in a single enterprise, located entirely on a single, contiguous premise. Service hereunder shall be restricted to Company's purchase of energy or energy and capacity from the Customer's generating facilities up to the Contract Capacity specified in the Purchase Power Agreement which may be operated in parallel with Company's system. Power delivered to Company under this Schedule shall not offset or be substituted for power contracted for or which may be contracted for under any other schedule of Company. If Seller requires supplemental, back-up, or standby services, Seller shall enter into a separate service agreement with Company in accordance with Company's applicable electric rates, riders, and Service Regulations on file with and authorized by the state regulatory agency having jurisdiction.

All qualifying facilities have the option to sell energy to the Company on an "as available" basis and receive energy credits only calculated using the Variable Rates identified in this Schedule for the delivered energy. The Variable Energy Credit shall constitute the "as available" avoided cost credit for Non-Eligible Qualifying Facilities. The Fixed Long Term Credit rates on this schedule are available only to otherwise eligible Sellers that establish a Legally Enforceable Obligation on or before the filing date of proposed rates in the next biennial avoided cost proceeding, provided eligible Seller begins delivery of power no later than thirty (30) months from the date of the order approving avoided cost rates in Docket No. E-100, Sub 140, but may be extended beyond 30 months if construction is nearly complete and Seller demonstrates that it is making a good faith effort to complete its project in a timely manner.

Sellers not qualifying for the Fixed Long Term Credit rates remain eligible for the Variable Credit rates or the Fixed Long Term Credit rates proposed in the next biennial avoided cost proceeding, which will be subject to adjustment if different rates are approved by the North Carolina Utilities Commission in that proceeding.

### QUALIFYING FACILITIES ELIGIBLE FOR CAPACITY AND/OR ENERGY CREDITS

In order to be an Eligible Qualifying Facility and receive Energy Credits under this Schedule, the Qualifying Facility must be a hydroelectric or a generator fueled by trash or methane derived from landfills, solar, wind, hog or poultry waste-fueled or non-animal biomass-fueled Qualifying Facility with a Contract Capacity of five (5) megawatts or less, based on the nameplate rating of the generator or other non-hydroelectric generating facilities contracting to sell generating capacity and energy not in excess of three (3) megawatts, which are interconnected directly with the Company's system and which are Qualifying Facilities as defined by the Federal Energy Regulatory Commission pursuant to Section 210 of the Public Utility Regulatory Policies Act of 1978.

Capacity Credits are limited to Eligible Qualifying Facilities located within Company's service area that are classified as New Capacity in accordance with FERC Order No. 69 under Docket No. RM79-55 and interconnected to Company's transmission or distribution facilities in accordance with the North Carolina Utilities Commission's Order dated September 21, 1981 in Docket No. E-100, Sub 41, or to those Eligible Qualifying Facilities who were selling electricity to Company and receiving Capacity Credits under an existing Purchase Power Agreement on April 1, 2005. The availability of Fixed Long-Term and Variable Capacity Credits is subject to the following conditions:

The 5-Year, 10-Year, and 15-Year Fixed Long-Term and Variable Capacity Credits below are available to hydroelectric qualifying facilities owned or operated by small power producers as defined in G.S. 62-3(27a), non-hydroelectric qualifying facilities fueled by trash or methane derived from landfills, solar, wind, hog or poultry waste-fueled or non-animal biomass-fueled Eligible Qualifying Facilities with Contract Capacities of five (5) megawatts or less. Other Eligible Qualifying Facilities with Contract Capacities of three (3) megawatts or less are eligible for 5-Year Fixed Long-Term and Variable Capacity Credits below.

Eligible Qualifying Facilities receiving Capacity Credits under this Schedule shall also receive corresponding Energy Credits of like term.

#### TYPE OF SERVICE

Company will furnish 60 Hertz service through one metering point, at one delivery point, at one of the following approximate voltages, where available, upon mutual agreement:

Single-phase, 120/240 volts; or

North Carolina Fifth (Proposed) Revised Leaf No. 90 Effective NCUC Docket No. E-100, Sub 140 Order dated

3-phase, 3-wire, 240, 480, 4160, 12470, or 24940 volts, or

3-phase voltages other than the foregoing may be available, but only at the Company's option, and provided that the size of the Customer's contract warrants a substation solely to serve that Customer, and further provided that the Customer furnish suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company's specifications

The type of service under this Schedule shall be determined by the Company. Prospective customers shall ascertain the available voltage by written inquiry of the Company before purchasing equipment.

#### RATE

The Company shall pay Eligible Qualifying Facilities for energy and/or capacity furnished to Company at the Credits set forth below as applicable. Such payments shall be reduced by both the Administrative Charge and any applicable Interconnection Facilities Charge. The Seller may elect to receive payments under either Option A or Option B based upon the Seller's preference for on-peak time-of-use hours.

#### **Energy and Capacity Credits**

Eligible Qualifying Facilities eligible for Company's Fixed Long-Term and/or Variable Energy and Capacity Credits shall be paid based upon the Seller's interconnection with Company's distribution or transmission system for all energy delivered to Company's system as registered or computed from Company's metering facilities. The Energy and Capacity Credit will be in accordance with the length of rate term for energy sales so established in the Purchase Agreement.

#### Option A

Administrative Charge

\$19.91 per month

### Interconnection Facilities Charge

The Interconnection Charge for each customer is set forth in the Agreement as outlined in the Terms and Conditions; however, the \$25.00 minimum will not apply if the charge is for a meter only.

Int	erconnected to Distribution System:			Fixed Long-Term	Rate (a)
1.	Capacity Credit	Variable Rate	5 Years	10 Years (a)	15 Years (a)
	a. All On-Peak Energy per On-Peak Month per kWh:	- 40 4840	520720253	-8-200	CEOUNTON
	<ol> <li>Hydroelectric facilities with no storage capability and no other type generation</li> </ol>	3.25¢	3.37¢	3.55¢	3.73¢
	ii. for all other hydroelectric and all non-hydroelectric facilities	1.95¢	2.02¢	2.13€	2.24¢
	b. All On-Peak Energy per Off-Peak Month per kWh:				
	<ol> <li>Hydroelectric facilities with no storage capability and no other type generation</li> </ol>	1.63¢	1,68€	1.78¢	1.86¢
	ii. for all other hydroelectric and all non-hydroelectric facilities	0.98∉	1,01¢	1.07€	1.12¢
П.	Energy Credit				
	a. All On-Peak Energy per Month per kWh:	4.05¢	4.31¢	4.87¢	5.28€
	b. All Off-Peak Energy per Month per kWh:	3.07¢	3.17€	3,79€	4.20€
Inte	erconnected to Transmission System:			Fixed Long-Term	Rate (a)
I.	Capacity Credit	Variable Rate	5 Years	10 Years (a)	15 Years (a)
	a. All On-Peak Energy per On-Peak Month per kWh:				27-13-12-12-12
	<ol> <li>Hydroelectric facilities with no storage capability and no other type generation</li> </ol>	3.18¢	3.29€	3.47¢	3.64€
	ii. for all other hydroelectric and all non-hydroelectric facilities	1.91∉	1.97¢	2.08¢	2.18∉
	b. All On-Peak Energy per Off-Peak Month per kWh:				
	<ol> <li>Hydroelectric facilities with no storage capability</li> </ol>	1.59¢	1.64¢	1.73¢	1.82¢
	and no other type generation	50.00	4.44	1000	20.00
II.	<li>ii. for all other hydroelectric and all non-hydroelectric facilities Energy Credit</li>	0.95¢	0.99€	1.04€	1.09¢
11.		7.054	4.214	4761	2 164
	a. All On-Peak Energy per Month per kWh:	3.95¢	4.21¢	4.76¢	5.16¢
	b, All Off-Peak Energy per Month per kWh:	3.01¢	3.10¢	3.71€	4.11¢

### Option B

Administrative Charge

\$ 19.91 per month

Interconnection Charge

The Interconnection Facilities Charge for each customer is set forth in the Agreement as outlined in the Terms and Conditions; however, the \$25.00 minimum will not apply if the charge is for a meter only.

### Interconnected to Distribution System:

			Fixed Long-Term Rate (a)		
Capacity Credit	Variable Rate	5 Years	10 Years (a)	15 Years (a)	
<ul> <li>a. All On-Peak Energy per Summer Month per kWh:</li> <li>i. Hydroelectric facilities with no storage capability and no other type generation</li> </ul>	9.94€	10.29¢	10.85¢	11,38¢	
ii. for all other hydroelectric and all non-hydroelectric facilities	5.96¢	6.17¢	6.51¢	6.83¢	
b. All On-Peak Energy per Non-Summer Month per kWh:					
<ul> <li>i. Hydroelectric facilities with no storage capability and no other type generation</li> </ul>	3.85€	3.98¢	4.20¢	4.40¢	
ii. for all other hydroelectric and all non-hydroelectric facilities	2.31€	2.39€	2.52€	2.64¢	
a. All On-Peak Energy per Month per kWh:	4.24¢	4.46¢	5.04¢	5.47¢	
b. All Off-Peak Energy per Month per kWh:	3.34¢	3.49¢	4.09€	4.50¢	
	a. All On-Peak Energy per Summer Month per kWh: i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities b. All On-Peak Energy per Non-Summer Month per kWh: i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities Energy Credit a. All On-Peak Energy per Month per kWh:	a. All On-Peak Energy per Summer Month per kWh:  i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities b. All On-Peak Energy per Non-Summer Month per kWh: i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities Energy Credit a. All On-Peak Energy per Month per kWh:  4.24¢	a. All On-Peak Energy per Summer Month per kWh: i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities b. All On-Peak Energy per Non-Summer Month per kWh: i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities Energy Credit a. All On-Peak Energy per Month per kWh: 4.24¢ 4.46¢	Capacity Credit a. All On-Peak Energy per Summer Month per kWh: i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities b. All On-Peak Energy per Non-Summer Month per kWh: i. Hydroelectric facilities with no storage capability and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities and no other type generation ii. for all other hydroelectric and all non-hydroelectric facilities Energy Credit a. All On-Peak Energy per Month per kWh: 4.24¢ 4.46¢ 5.04¢	

#### Interconnected to Transmission System:

	A THE REPORT OF THE PROPERTY O		Fixed Long-Term Rate (a)				
I.	Capacity Credit	Variable Rate	5 Years	10 Years (a)	15 Years (a)		
	<ul> <li>a. All On-Peak Energy per Summer Month per kWh;</li> <li>i. Hydroelectric facilities with no storage capability and no other type generation</li> </ul>	9,71¢	10.05¢	10.60€	11.11¢		
	ii. for all other hydroelectric and all nonhydroelectric facilities	5.82¢	6.03¢	6.36¢	6.67¢		
	b. All On-Peak Energy per Non-Summer Month per kWh:     i. Hydroelectric facilities with no storage capability     and no other type generation	3.76¢	3.89¢	4.10¢	4.30¢		
	ii. for all other hydroelectric and all nonhydroelectric facilities	2.25€	2.33¢	2.46¢	2.58¢		
11.	Energy Credit a. All On-Peak Energy per Month per kWh: b. All Off-Peak Energy per Month per kWh:	4.14¢ 3.26¢	4.35¢ 3.42¢	4.92¢ 4.00¢	5.34¢ 4.41¢		

### RENEWABLE ENERGY CREDITS

Unless otherwise specified in the Company's agreements with the Seller, the sale of power under this schedule does not convey to the Company the right to renewable energy credits (RECs) or green tags associated with the energy delivered.

### DEFINITION OF MONTH FOR BILLING PUROSES

For Option A Rates, the On-Peak Months shall be the billing Months of June through September and December through March. The Off-Peak Months shall be the billing Months of April, May, October and November.

For Option B Rates, the Summer Months are the period from June 1 through September 30. The Non-Summer Months are the period from October 1 through May 31.

### DETERMINATION OF ON-PEAK AND OFF-PEAK ENERGY

On-Peak Energy shall be energy, in kilowatt-hours, which is supplied to the Company during On-Peak Period Hours. Off-Peak Energy shall be energy, in kilowatt-hours, which is supplied to the Company during the Off-Peak Period Hours.

For Option A Rates, the On-Peak Period Hours shall be those hours, Monday through Friday, beginning at 7 A.M. and ending at 11 P.M. The Off-Peak Period Hours shall be all other weekday hours and all Saturday and Sunday hours.

North Carolina Fifth (Proposed) Revised Leaf No. 90 Effective NCUC Docket No. E-100, Sub 140 Order dated

For Option B Rates, the On-Peak Period Hours shall be those hours, Monday through Friday, beginning at 1 P.M. and ending at 9 P.M. during Summer Months, and beginning at 6 A.M. and ending at 1 P.M. during Non-Summer Months. The Off-Peak Period Hours shall be all other weekday hours and all Saturday and Sunday hours. All hours for the following holidays shall be considered as Off-Peak: New Year's Day, Memorial Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

### INTERCONNECTION FACILITIES CHARGE

For Eligible Qualifying Facilities, the installed costs for all facilities constructed or installed by Company to interconnect and safely operate in parallel with Seller's equipment shall be determined in accordance with Company's Terms and Conditions for the Purchase of Electric Power. Interconnection of Customer's generation to Company's system shall be in accordance with the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generation Interconnections.

### POWER FACTOR CORRECTION

Unless the Seller is required by an Operating Agreement to adjust VAR production to support voltage control, when the Seller consumes VARs supplied by the Company or the Seller delivers VARs to Company, the Company may reduce the purchased energy measured in kilowatt-hours for that month by multiplying by the Average Consumed Power Factor. The Average Consumed Power Factor shall be the calculated on a monthly basis as the average kWh divided the average kVAh, where average kVAh shall be the squarer root of the sum of the average kWh squared plus the average consumed and delivered kVARh squared. Company reserves the right to install facilities necessary for the measurement of power factor and to adjust the Interconnection Facilities Charge accordingly, solely at the option of Company. If a Seller without an Operating Agreement is requested by the Company to operate pursuant to a voltage schedule by providing or absorbing VARS, the Seller shall be compensated in the same manner as sellers with Operating Agreements.

#### CONTRACT CAPACITY

The Contract Capacity shall be as specified in the Purchase Power Agreement between Company and Seller. Only one such Standard Contract shall be permitted for any Qualifying Facility.

#### RATE UPDATES

The Credits and Administrative Charge under this Schedule will be updated every two years. Sellers who have contracted for the Fixed Long-Term Credits will not be affected by updates in the Energy and Capacity Credits until their rate term expires. For all Qualifying Facilities selling to Company pursuant to the Variable Rate provisions of this schedule, such credits shall be updated and changed in accordance with the Commission's revisions to such credits in the Company's biennial avoided cost proceedings.

The sale, delivery, and use of electric power hereunder, and all services of whatever type to be rendered or performed in connection therewith, shall in all respects be subject to and in accordance with the Variable or Long-Term rates selected by Seller in Company's Schedule PP and the Terms and Conditions for the Purchase of Electric Power. Said Rate Schedule and Terms and Conditions for the Purchase of Electric Power are subject to change, revision, alteration or substitution, either in whole or in part, upon order of the Commission or any other regulatory authority having jurisdiction, and any such change, revision, alteration or substitution shall immediately be made a part of the Agreement as though fully written herein, and shall nullify any prior provision in conflict therewith. Any change to the Rate Schedule or Terms and Conditions shall not apply to the Fixed Long-Term Rates themselves, but it shall apply to all other provisions of the Rate Schedule and Terms and Conditions for the Purchase of Electric Power, including but not limited to Variable Rates, other types of charges, and all non-rate provisions.

#### PAYMENTS

Credit billings to the Seller shall be payable to the Seller within fifteen (15) days of the date of the bill.

Bills under this Schedule 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 suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

### CONTRACT PERIOD

Each Seller shall enter into a Purchase Power Agreement which shall specify the Contract Capacity committed for delivery throughout the term of the contract and shall specify the initial term and associated rate.

### **EXHIBIT NRLP-2**

### PURCHASED POWER AGREEMENT FOR RENEWABLE ENERGY OR PURPA-QUALIFIED ELECTRIC GENERATION

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

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

- 1. Service Requirements. The electric power to be delivered hereunder shall be generated in the Company's electric service area in 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 operation conditions shall be \_\_\_\_\_ kilowatts.
- 2. MONTHLY PAYMENT. Company shall pay the Supplier the sum of the energy recorded during the on-peak and off-peak times as listed in the Duke Energy Schedules PP (NC) times the rate as found in the corresponding term length as found in Schedule PP (NC).
- 3. 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 of this agreement. Additionally, the Application for Parallel Operation completed and signed by the Supplier is attached hereto and incorporated by reference. In reliance upon the accuracy of the information stated therein, the Company has agreed to enter into the Agreement. Therefore, if the information is not true, such shall constitute a breach of this agreement and the Company's remedy shall be to cease all payments to Supplier and

disconnect the small power production facility from the NRLP grid. The Supplier agrees to allow the Company, its employees or agents to enter upon Supplier's property at any time to conduct inspections of the Supplier's generation equipment and interconnection equipment.

- 4. Contract Period. The initial term of this agreement shall be dependent on the contract service term as chosen by the renewable energy supplier but, at no point, will be for a term longer than specified in the Duke Energy Schedule PP (NC). This agreement will remain in place until replaced by a new contract or termination by the Company or Supplier. The Company 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 Company or any of its customers or if the Company sells the offcampus electric distribution system. Supplier may terminate the contract on thirty (30) days written notice to the Company. In the event of early termination of a contract, the Supplier will be required to pay to the Company al costs occasioned by such early cancellation. Nothing in this agreement shall be construed to require the Company to purchase power from the Supplier at times when such power is not required on Company's system or when such purchase would detrimentally impact the Company's other customers.
- 5. Assignability. The parties agree that this contract is not assignable.

IN WITNESS WHEREOF, on the day and year first above written	1,
the Parties hereto have caused their names to be thereunto subscribed	l.

SUPPLIER	NEW RIVER LIGHT AND POWER

### **CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a copy of the foregoing to the following Service List for Docket E-100, Sub 140 by electronic mail.

This the 3rd day of February, 2016.

### /s/ Michael S. Colo Michael S. Colo

Adam Olls

Alex Castle

Andrea Kells

Antoinette Wike

Boydoh and Hale

C. Edward Teague

Carla Supples

Charlotte A. Mitchell

Daniel Whittle

Dwight Allen

Gisele Rankin

Gudrun Thompson

Horace P. Payne

James West

Jo Anne Sanford

John Dykers MD

John Finnigan

John Runkle

K M Dahl

Katie Ottenweller

Kendrick Fentress

Kimberly Kooles

Lawrence B. Somers

Michael D. Youth

Ralph McDonald

Robert Koger

Robert Page

Robert Wells

Sharon Miller

Sherry Robinson

Steve Blanchard

Steve Miller

Steven Levitas

Thad Culley

Tim Dodge