



Jack E. Jirak
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February 4, 2020

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 Progress, LLC
Petition for Approval to Reallocate Unreserved Capacity
Docket Nos. E-2, Sub 1170 and E-7, Sub 1169**

Dear Ms. Campbell:

Enclosed for filing in the above-referenced dockets, please find Duke Energy Progress, LLC's and Duke Energy Carolinas, LLC's Petition for Approval to Reallocate Unreserved Capacity.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Jirak", written in a cursive style.

Jack E. Jirak

Enclosure

cc: Parties of Record

OFFICIAL COPY

Feb 04 2020

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

DOCKET NO. E-2, SUB 1170

DOCKET NO. E-7, SUB 1169

In the Matter of)	
Petition of Duke Energy Progress, LLC,)	DUKE ENERGY CAROLINAS,
and Duke Energy Carolinas, LLC,)	LLC'S AND DUKE ENERGY
Requesting Approval of Green Source)	PROGRESS, LLC'S PETITION FOR
Advantage Program and Rider GSA to)	APPROVAL TO REALLOCATE
Implement G.S. 62-159.2)	UNRESERVED CAPACITY

NOW COME Duke Energy Carolinas, LLC ("DEC") and Duke Energy Progress, LLC ("DEP" and together with DEC, the "Companies" or "Duke"), and hereby jointly file this Petition for Approval to Reallocate Unreserved Capacity.¹ As was previously described to the North Carolina Utilities Commission ("Commission") in the Companies' October 17, 2019 letter, the Unreserved Capacity in DEC has been fully subscribed, with one GSA Customer on the waiting list and, to date, no applications have been submitted for Unreserved Capacity in DEP. The Companies request the Commission's approval to reallocate the Unreserved Capacity such that, beginning on March 1, 2020, the remaining Unreserved Capacity shall be made available to eligible GSA Customers from either DEP or DEC on a first-come, first-served basis.

I. Procedural Background

1. On January 23, 2018, the Companies filed their proposed GSA Program with the Commission pursuant to the requirements of N.C. Gen. Stat. § 62-159.2, as enacted by Session Law 2017-192.

¹ Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Companies' March 18, 2019 Compliance Filing.

2. On February 1, 2019, the Commission issued its *Order Modifying and Approving Green Source Advantage Program, Requiring Compliance Filing and Allowing Comments* (“GSA Program Order”) in the above captioned dockets.

3. As directed by the GSA Program Order, the Companies jointly submitted their GSA Program Compliance Filing on March 18, 2019 (“Compliance Filing”).

4. On August 5, 2019, the Commission issued its *Order Approving Compliance Filing* (“GSA Compliance Order”), finding the Companies’ Compliance Filing to be consistent with the GSA Program Order and directing the Companies’ to open the GSA Program to eligible customers within 60 days of the date of the Order.

5. On September 30, the Companies filed a Notice of Opening of GSA Program, along with a Supplemental Compliance Filing and Notice of Revisions to the GSA Service Agreement and Intent to Accept Additional Edits, in which the Companies provided further notice to the Commission of their planned opening of the GSA Program for enrollment at 9:00 AM on October 1, 2019, consistent with the marketing and other efforts made by the Companies in engaging potential GSA Customers and Suppliers.

6. On October 1, 2019, the Commission issued its *Partial Suspension Order*.

7. On December 4, 2019, the Commission issued its *Order on Clarification*.

II. Request to Reallocate Unreserved Capacity

8. To date, the Companies have received applications for 219 MW of GSA Unreserved Capacity, all in DEC. As a result, one GSA Customer in DEC requesting 58.1 MW remains on the waiting list. To date, no applications have been received for Unreserved Capacity in DEP. The Companies request that the Commission allow the Companies to modify the GSA Program, effective March 1, 2020, such that the total amount of remaining Unreserved Capacity is made available to eligible GSA Customers in

DEP or DEC on a first-come, first-served basis. If a DEP GSA Customer were to submit a complete application for Unreserved Capacity prior to March 1, 2020, such DEP GSA Customer would have the first right to the 90 MW of Unreserved Capacity that is currently allocated to DEP GSA Customers. The Companies will provide notification of this deadline on the GSA Website in order to ensure that eligible GSA Customers in DEP are made aware of the change. If no DEP GSA Customers submit a complete GSA Application prior to March 1, 2020, the DEC GSA Customer currently on the waiting list would be allocated its requested GSA Capacity. Thereafter, the remaining Unreserved Capacity of 31.9 MW would remain open for eligible GSA Customers in either DEC or DEP on a first-come, first-served basis. Implementation of this reallocation will also require modifications to DEP's and DEC's respective GSA Tariffs, as shown in **Attachment A** and **Attachment B**, respectively.

9. The Companies believe that this approach is consistent with the Commission's *Order on Clarification* and will allow for maximum utilization of the Unreserved Capacity, thereby fulfilling the objectives of the GSA Statute.

10. For the Commission's convenience, a Proposed Order is provided in **Attachment C**.

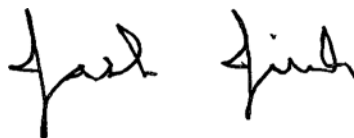
11. The Companies believe that this approach is consistent with the Commission's *Order on Clarification* and will allow for maximum utilization of the Unreserved Capacity, thereby fulfilling the objectives of the GSA Statute.

12. The Companies have shared this Motion for Clarification with all parties. The Public Staff – North Carolina Utilities Commission, the North Carolina Clean Energy Business Alliance (“NCCEBA”), the North Carolina Sustainable Energy Association

(“NCSEA”), Southern Alliance for Clean Energy (“SACE”) and the North Carolina Electric Membership Corporation (“NCEMC”) have affirmed that they do not object to the Companies’ request. No party has indicated that they are opposed to the Companies’ request.

WHEREFORE, Duke Energy Carolinas, LLC and Duke Energy Progress, LLC respectfully request that the Commission approve the Companies’ request to reallocate Unreserved Capacity and approve the tariff revisions set forth in **Attachment A** and **Attachment B**.

Respectfully submitted, this 4th day of February, 2020.



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*Counsel for Duke Energy Carolinas, LLC and
Duke Energy Progress, LLC*

RIDER GSA-1
GREEN SOURCE ADVANTAGE (NC)AVAILABILITY

This Green Source Advantage Program ("GSA Program" or "Program") is available to nonresidential customers meeting the eligibility criteria specified herein and receiving concurrent service on another rate schedule, excluding service under outdoor lighting schedules, who elect to direct the Company to procure renewable energy on the Customer's behalf pursuant to the terms of the GSA Program, as approved by the Commission. Eligibility for the Program is limited under N.C. Gen. Stat. § 62-159.2 to the University of North Carolina ("UNC") system, major military installations, and nonresidential customers with a minimum Maximum Annual Peak Demand of 1,000 kW or an aggregated Maximum Annual Peak Demand at multiple service locations of 5,000 kW (collectively, "Eligible GSA Customers" or "Customer"). The Program is also limited to a combined total of 600 MW of renewable energy facilities between the Duke Energy Carolinas and Duke Energy Progress service territories ("Maximum GSA Program Capacity"). Of the 600 MW of Maximum GSA Program Capacity available under the Program, 250 MW shall be reserved exclusively for use by the UNC system, and 100 MW shall be reserved exclusively for use by major military installations in North Carolina (together, the "Reserved Capacity"). ~~Of the~~The remaining 250 MW, ~~160 MW~~ shall be reserved for use by Eligible GSA Customers in either eligible Duke Energy Carolinas or Duke Energy Progress customer service territories on a first-come, first-served basis, and 90 MW shall be reserved for use by eligible Duke Energy Progress customers. Any Reserved Capacity that is not subscribed by the UNC system or major military installations, as applicable, within the three-year Reserved Capacity period following initial Program approval of August 5, 2019 shall then be made available for subscription by any Eligible GSA Customer in either Duke Energy Carolinas or Duke Energy Progress service territories. This Rider and the Program shall remain open to Eligible GSA Customers pursuant to the Program's terms and conditions, as approved by the Commission, for a period of five years following initial Program approval of August 5, 2019.

DIRECTED PROCUREMENT OF GSA FACILITIES

The Program allows Eligible GSA Customers to direct the Company to procure renewable energy that will be used to supply all customers and allows the Customer to obtain the renewable energy certificates ("RECs") generated by a GSA Facility ("GSA Facility"). A GSA Facility must be a new renewable energy facility located in the Duke Energy Progress service territory in either North Carolina or South Carolina with supply that will be dedicated to the Program by the facility owner ("Renewable Supplier") and used to serve all customers.

Customers seeking to participate in the Program shall have the option to either (1) request affiliates of Duke Energy Progress to develop a facility or (2) identify and propose to the Company a GSA Facility developed by another Renewable Supplier. The Renewable Supplier will enter into a power purchase agreement ("GSA PPA") with the Company. The Customer will negotiate price terms directly with a Renewable Supplier. As described below, the Renewable Supplier shall transfer RECs directly to the Customer through a separate contractual arrangement.

APPLICATION PROCESS AND GSA SERVICE AGREEMENT

To participate in the GSA Program, a Customer must submit an application to the Company requesting an annual amount of renewable capacity to be developed or procured on the Customer's behalf. The Customer may apply for the Company to develop or procure renewable generation capacity up to 125% of the Customer's aggregate Maximum Annual Peak Demand at eligible Customer service location(s) within Duke Energy Progress' North Carolina service territory.

The Customer's application will designate the Renewable Supplier selected by the Customer. The application shall also identify the requested Bill Credit option and contract term (two, five, ten, fifteen, or twenty years for a Customer electing Administratively Established Avoided Cost Bill Credit or any number of years up to the 20-year limit for a Customer electing the Hourly Marginal Avoided Cost Bill Credit). All Customer applications shall be accompanied by the payment of a \$2,000 nonrefundable application fee. Program reservations will be accepted on a "first-come-first-served" basis based upon the date and time of receipt of the Customer's completed application and application fee. Subsequent applications will be held until earlier applications are resolved and will not be rejected until the

Duke Energy Progress, LLC
(North Carolina Only)

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Feb 04 2020

Company's Maximum GSA Program Capacity is satisfied. The \$2,000 application fee will be refunded to the Customer only in the event that the Customer's application is rejected due to insufficient GSA Program Capacity.

A Customer submitting an application shall also be required to deliver, at the time of application, a standard-form term sheet executed by the Customer and Renewable Supplier, which shall identify the Renewable Supplier and provide information about the proposed GSA Facility and other information as requested by the Company and identified in the term sheet.

The GSA Service Agreement shall include the general terms and conditions applicable under this Rider and shall specify the rates and charges applicable under the GSA Program for the contract term. The Customer must execute and return the GSA Service Agreement within 30 days of delivery by the Company and the Renewable Supplier must execute and return the GSA PPA within 30 days of delivery by the Company. Failure to timely execute and return the GSA Service Agreement or GSA PPA will result in termination of the Customer's application and GSA capacity reservation, which would then require the Customer to start the Program enrollment process anew in order to participate in the Program.

GSA PPA RATES AND TERMS

The GSA PPA delivered to a Renewable Supplier selected to provide a GSA Facility shall include delivery of energy and capacity. The GSA PPA contract price shall be equal to the applicable Bill Credit selected by the Customer.

RENEWABLE ENERGY CREDITS

The Renewable Supplier is required to register the Renewable Facility with NC-RETS pursuant to Commission Rule R8-66 or another REC tracking system to facilitate the issuance of RECs. The Renewable Supplier shall transfer all RECs to the Customer pursuant to the GSA Service Agreement, and the GSA Service Agreement shall include an attestation by the Customer that the RECs generated by the designated GSA Facility will be transferred by the Renewable Supplier to the applicable tracking account identified by the GSA Customer. The Renewable Supplier shall be solely responsible for procuring, delivering, and transferring RECs to the Customer.

MONTHLY RATE

An amount computed under the GSA Customer's primary rate schedule and any other applicable riders plus the sum of the (1) the GSA Product Charge, (2) the GSA Bill Credit, and (3) the GSA Administrative Charge.

1. GSA Product Charge – The GSA Product Charge shall be equal to the Negotiated Price. The monthly GSA Product Charge shall be determined by multiplying the Negotiated Price times the energy produced by the GSA Facility in the prior billing month.

GSA Bill Credit – The GSA Bill Credit shall, as elected by the Customer and designated in the GSA Service Agreement, be either (1) the avoided cost bill credit ("Administratively Established Avoided Cost Bill Credit") or (2) the hourly rate bill credit ("Hourly Marginal Avoided Cost Bill Credit").

Administratively Established Avoided Cost Bill Credit:

The Administratively Established Avoided Cost Bill Credit shall be equal to the fixed levelized avoided energy and capacity rate calculated using the methodology approved pursuant to N.C. Gen. Stat. § 62-156(c) calculated over a period of 2 years (for contract terms of 2 years) or 5 years (for contract terms of 5 years or more). In the case of contract terms longer than 5 years, the Administratively Established Avoided Cost Bill Credit will be recalculated every five (5) years using the then approved methodology. If the Administratively Established Avoided Cost Bill Credit is designated in the GSA Service Agreement as the applicable bill credit, the Monthly GSA Bill Credit shall be determined by multiplying the applicable Administratively Established Avoided Cost Bill Credit times the energy produced in the applicable hours by the GSA Facility in the prior billing month.

Hourly Marginal Avoided Cost Bill Credit:

The Hourly Marginal Avoided Cost Bill Credit applicable to each hour shall be equal to the following:

$$\text{Hourly RTP Rate} = \text{MENERGY} + \text{CAP}$$

where:

MENERGY = Marginal Energy Cost per kilowatt-hour including marginal fuel and variable operating and maintenance expenses

CAP = Tiered Capacity Charge per kilowatt-hour applicable whenever the day-ahead forecast of the ratio of hourly available generation to hourly demand is equal or less than 1.15

The hourly RTP rate will not, under any circumstances, be lower than zero. If the Hourly Marginal Avoided Cost Bill Credit is designated in the GSA Service Agreement as the applicable bill credit, the Monthly Bill Credit shall be determined by multiplying the applicable Hourly Marginal Avoided Cost Bill Credit times the energy produced by the GSA Facility in the applicable hours in the prior billing month.

2. GSA Administrative Charge - the applicable monthly administrative charge shall be \$375 per Customer Account, plus an additional \$50 charge per additional account billed

GENERAL PROVISIONS

For the avoidance of doubt, the Company (1) shall not be liable to the Customer in the event that a GSA Facility fails to produce energy as required under a GSA PPA or as otherwise consistent with the Customer's expectations and (2) shall have no obligation under any circumstance to supply RECs to the Customer. The GSA Facility shall be a system resource and energy produced and delivered under the GSA PPA shall not be directly delivered to the GSA Customer.

Effective for service rendered on and after ~~October 1~~ March 1, 2019~~20~~
NCUC Docket No. E-2, Sub 1170

RIDER GSA
GREEN SOURCE ADVANTAGE (NC)

AVAILABILITY

This Green Source Advantage Program ("GSA Program" or "Program") is available to nonresidential customers meeting the eligibility criteria specified herein and receiving concurrent service on another rate schedule, excluding service under outdoor lighting schedules, who elect to direct the Company to procure renewable energy on the Customer's behalf pursuant to the terms of the GSA Program, as approved by the Commission. Eligibility for the Program is limited under N.C. Gen. Stat. § 62-159.2 to the University of North Carolina ("UNC") system, major military installations, and nonresidential customers with a minimum Maximum Annual Peak Demand of 1,000 kW or an aggregated Maximum Annual Peak Demand at multiple service locations of 5,000 kW (collectively, "Eligible GSA Customers" or "Customer"). The Program is also limited to a combined total of 600 MW of renewable energy facilities between the Duke Energy Carolinas and Duke Energy Progress service territories ("Maximum GSA Program Capacity"). Of the 600 MW of Maximum GSA Program Capacity available under the Program, 250 MW shall be reserved exclusively for use by the UNC system, and 100 MW shall be reserved exclusively for use by major military installations in North Carolina (together, the "Reserved Capacity"). ~~Of the~~The remaining 250 MW, ~~160 MW~~ shall be reserved for use by Eligible GSA Customers in either eligible Duke Energy Carolinas or Duke Energy Progress customers service territories on a first-come, first-served basis, and 90 MW shall be reserved for use by eligible Duke Energy Progress customers. Any Reserved Capacity that is not subscribed by the UNC system or major military installations, as applicable, within the three-year Reserved Capacity period following initial Program approval of August 5, 2019 shall then be made available for subscription by any Eligible GSA Customer in either Duke Energy Carolinas or Duke Energy Progress service territories. This Rider and the Program shall remain open to Eligible GSA Customers pursuant to the Program's terms and conditions, as approved by the Commission, for a period of five years following initial Program approval of August 5, 2019.

DIRECTED PROCUREMENT OF GSA FACILITIES

The Program allows Eligible GSA Customers to direct the Company to procure renewable energy that will be used to supply all customers and allows the Customer to obtain the renewable energy certificates ("RECs") generated by a GSA Facility ("GSA Facility"). A GSA Facility must be a new renewable energy facility located in the Duke Energy Carolinas service territory in either North Carolina or South Carolina with supply that will be dedicated to the Program by the facility owner ("Renewable Supplier") and used to serve all customers.

Customers seeking to participate in the Program shall have the option to either (1) request affiliates of Duke Energy Carolinas to develop a facility or (2) identify and propose to the Company a GSA Facility developed by another Renewable Supplier. The Renewable Supplier will enter into a power purchase agreement ("GSA PPA") with the Company. The Customer will negotiate price terms directly with a Renewable Supplier. As described below, the Renewable Supplier shall transfer RECs directly to the Customer through a separate contractual arrangement.

APPLICATION PROCESS AND GSA SERVICE AGREEMENT

To participate in the GSA Program, a Customer must submit an application to the Company requesting an annual amount of renewable capacity to be developed or procured on the Customer's behalf. The Customer may apply for the Company to develop or procure renewable generation capacity up to 125% of the Customer's aggregate Maximum Annual Peak Demand at eligible Customer service location(s) within Duke Energy Carolinas' North Carolina service territory.

The Customer's application will designate the Renewable Supplier selected by the Customer. The application shall also identify the requested Bill Credit option and contract term (two, five, ten, fifteen, or twenty years for a Customer electing Administratively Established Avoided Cost Bill Credit or any number of years up to the 20 year limit for a Customer electing the Hourly Marginal Avoided Cost Bill Credit). All Customer applications shall be accompanied

RIDER GSA
GREEN SOURCE ADVANTAGE (NC)

by the payment of a \$2,000 nonrefundable application fee. Program reservations will be accepted on a “first-come-first-served” basis based upon the date and time of receipt of the Customer’s completed application and application fee. Subsequent applications will be held until earlier applications are resolved and will not be rejected until the Company’s Maximum GSA Program Capacity is satisfied. The \$2,000 application fee will be refunded to the Customer only in the event that the Customer’s application is rejected due to insufficient GSA Program Capacity.

A Customer submitting an application shall also be required to deliver, at the time of application, a standard-form term sheet executed by the Customer and Renewable Supplier, which shall identify the Renewable Supplier and provide information about the proposed GSA Facility and other information as requested by the Company and identified in the term sheet.

The GSA Service Agreement shall include the general terms and conditions applicable under this Rider and shall specify the rates and charges applicable under the GSA Program for the contract term. The Customer must execute and return the GSA Service Agreement within 30 days of delivery by the Company and the Renewable Supplier must execute and return the GSA PPA within 30 days of delivery by the Company. Failure to timely execute and return the GSA Service Agreement or GSA PPA will result in termination of the Customer’s application and GSA capacity reservation, which would then require the Customer to start the Program enrollment process anew in order to participate in the Program.

GSA PPA RATES AND TERMS

The GSA PPA delivered to a Renewable Supplier selected to provide a GSA Facility shall include delivery of energy and capacity. The GSA PPA contract price shall be equal to the applicable Bill Credit selected by the Customer.

RENEWABLE ENERGY CREDITS

The Renewable Supplier is required to register the Renewable Facility with NC-RETS pursuant to Commission Rule R8-66 or another REC tracking system to facilitate the issuance of RECs. The Renewable Supplier shall transfer all RECs to the Customer pursuant to the GSA Service Agreement, and the GSA Service Agreement shall include an attestation by the Customer that the RECs generated by the designated GSA Facility will be transferred by the Renewable Supplier to the applicable tracking account identified by the GSA Customer. The Renewable Supplier shall be solely responsible for procuring, delivering, and transferring RECs to the Customer.

MONTHLY RATE

An amount computed under the GSA Customer’s primary rate schedule and any other applicable riders plus the sum of the (1) the GSA Product Charge, (2) the GSA Bill Credit, and (3) the GSA Administrative Charge.

1. GSA Product Charge – The GSA Product Charge shall be equal to the Negotiated Price. The monthly GSA Product Charge shall be determined by multiplying the Negotiated Price times the energy produced by the GSA Facility in the prior billing month.

GSA Bill Credit – The GSA Bill Credit shall, as elected by the Customer and designated in the GSA Service Agreement, be either (1) the avoided cost bill credit (“Administratively Established Avoided Cost Bill Credit”) or (2) the hourly rate bill credit (“Hourly Marginal Avoided Cost Bill Credit”).

Administratively Established Avoided Cost Bill Credit:

RIDER GSA
GREEN SOURCE ADVANTAGE (NC)

The Administratively Established Avoided Cost Bill Credit shall be equal to the fixed levelized avoided energy and capacity rate calculated using the methodology approved pursuant to N.C. Gen. Stat. § 62-156(c) calculated over a period of 2 years (for contract terms of 2 years) or 5 years (for contract terms of 5 years or more). In the case of contract terms longer than 5 years, the Administratively Established Avoided Cost Bill Credit will be recalculated every five (5) years using the then approved methodology. If the Administratively Established Avoided Cost Bill Credit is designated in the GSA Service Agreement as the applicable bill credit, the Monthly GSA Bill Credit shall be determined by multiplying the applicable Administratively Established Avoided Cost Bill Credit times the energy produced in the applicable hours by the GSA Facility in the prior billing month.

Hourly Marginal Avoided Cost Bill Credit:

The Hourly Marginal Avoided Cost Bill Credit applicable to each hour shall be equal to the following:

Hourly Rate = (Hourly Energy Charges + Rationing Charges).

- i. Hourly Energy Charge = Expected marginal production cost, and other directly-related costs.
- ii. Rationing Charge = marginal capacity cost during hours with generation constraint.
- iii. The Hourly Rate will not, under any circumstance, be lower than zero.

If the Hourly Marginal Avoided Cost Bill Credit is designated in the GSA Service Agreement as the applicable bill credit, the Monthly Bill Credit shall be determined by multiplying the applicable Hourly Marginal Avoided Cost Bill Credit times the energy produced by the GSA Facility in the applicable hours in the prior billing month.

2. GSA Administrative Charge – the applicable monthly administrative charge shall be \$375 per Customer Account, plus an additional \$50 charge per additional account billed.

GENERAL PROVISIONS

For the avoidance of doubt, the Company (1) shall not be liable to the Customer in the event that a GSA Facility fails to produce energy as required under a GSA PPA or as otherwise consistent with the Customer's expectations and (2) shall have no obligation under any circumstance to supply RECs to the Customer. The GSA Facility shall be a system resource and energy produced and delivered under the GSA PPA shall not be directly delivered to the GSA Customer.

**STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH**

DOCKET NO. E-2, SUB 1170
DOCKET NO. E-7, SUB 1169

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of)	
Petition of Duke Energy Progress, LLC,)	PROPOSED ORDER APPROVING
and Duke Energy Carolinas, LLC)	REALLOCATION OF UNRESERVED
Requesting Approval of Green Source)	CAPACITY
Advantage Program and Rider GSA to)	
Implement N.C.G.S. § 62-159.2)	

BY THE COMMISSION: On February 4, 2020, Duke Energy Carolinas, LLC (“DEC”) and Duke Energy Progress, LLC (“DEP” and together with DEC, the “Companies” or “Duke”), filed a Petition for Approval to Reallocate Unreserved Capacity (“Petition”).¹

In the Petition, Duke states that to date, the Companies have received applications for 219 MW of GSA Unreserved Capacity, all in DEC. As a result, one GSA Customer in DEC requesting 58.1 MW remains on the waiting list. To date, no applications have been received for Unreserved Capacity in DEP. The Companies request that the Commission allow the Companies to modify the GSA Program, effective March 1, 2020, such that the total amount of remaining Unreserved Capacity is made available to eligible GSA Customers in DEP or DEC on a first-come, first-served basis. If a DEP GSA Customer were to submit a complete application for Unreserved Capacity prior to March 1, 2020, such DEP GSA Customer would have the first right to the 90 MW of Unreserved Capacity that is currently allocated to DEP GSA Customers. The Companies will provide notification of this deadline on the GSA Website in order to ensure that eligible GSA Customers in DEP are made aware of the change. If no DEP GSA Customers submit a complete GSA Application prior to March 1, 2020, the DEC GSA Customer currently on the waiting list would be allocated its requested GSA Capacity. Thereafter, the remaining Unreserved Capacity of 31.9 MW would remain open for eligible GSA Customers in either DEC or DEP on a first-come, first-served basis. Implementation of this reallocation will also require modifications to DEP’s and DEC’s respective GSA Tariffs, as shown in the Companies’ filed Attachments A and B, respectively.

The Companies believe that this approach is consistent with the Commission’s *Order on Clarification* and will allow for maximum utilization of the Unreserved Capacity, thereby fulfilling the objectives of the GSA Statute. The Companies have shared this Motion for Clarification with all parties. The Public Staff – North Carolina Utilities

¹ Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Companies’ March 18, 2019 Compliance Filing.

Commission, the North Carolina Clean Energy Business Alliance (“NCCEBA”), the North Carolina Sustainable Energy Association (“NCSEA”), Southern Alliance for Clean Energy (“SACE”) and the North Carolina Electric Membership Corporation (“NCEMC”) have affirmed that they do not object to the Companies’ request. No party has indicated that they are opposed to the Companies’ request.

DISCUSSION AND CONCLUSIONS

After careful consideration of the foregoing and the entire record herein, the Commission grants the approval requested in the Petition. Specifically, the Commission authorizes the Companies to reallocate Unreserved Capacity in the GSA Program such that, as of March 1, 2020, the total amount of remaining Unreserved Capacity is made available to eligible GSA Customers in DEP or DEC on a first-come, first-served basis. The Commission also approves the changes to the GSA tariffs proposed by the Companies to effectuate this reallocation. The Commission concludes that reallocation of Unreserved Capacity will facilitate greater participation in the GSA Program in manner consistent with N.C. Gen. Stat. § 62-159.2.

IT IS THEREFORE, ORDERED that the Commission grants the approval requested in the Petition and, furthermore approves the changes to the GSA tariffs set forth in the Petition.

ISSUED BY ORDER OF THE COMMISSION.

This the _____ day of February, 2020.

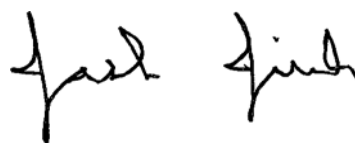
NORTH CAROLINA UTILITIES COMMISSION

Kimberley A. Campbell, Chief Clerk

CERTIFICATE OF SERVICE

I certify that a copy of Duke Energy Progress, LLC's and Duke Energy Carolinas, LLC's Petition for Approval to Reallocate Unreserved Capacity, in Docket Nos. E-2, Sub 1170 and E-7, Sub 1169, has been served by electronic mail, hand delivery, or by depositing a copy in the United States mail, postage prepaid, properly addressed to parties of record.

This the 4th day of February, 2020.



Jack E. Jirak
Associate General Counsel
Duke Energy Corporation
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