

REQUEST FOR PROPOSAL
Development of Solar Photovoltaic Project for the
Blackburn Landfill and Resource Recovery Facility and
the Bethany Church Road Landfill Facility
Newton, North Carolina

RFP NO. 25-1008



catawba county
MAKING. LIVING. BETTER.

Date of Issue: September 12, 2024
Proposal Due Date: October 29, 2024
Proposal Due Time: 4:00 PM ET

Issued for:
Catawba County Utilities & Engineering
Solid Waste Division
25 Government Drive
Newton, North Carolina 28658
(828) 465-8261

Issued by:
Catawba County Purchasing Manager
25 Government Drive
Newton, North Carolina 28658
(828) 465-8224

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EXHIBITS

- Exhibit 1 Site Map Blackburn Landfill and Resource Facility
- Exhibit 2 Site Map Bethany Church Road Landfill Facility
- Exhibit 3 Potential Solar Development Area – Blackburn Landfill
- Exhibit 4 Potential Solar Development Area – Bethany Church Road Landfill
- Exhibit 5 Duke Energy Rider NSC Non-Residential Solar Choice
- Exhibit 6 Duke Energy Schedule PP (NC) Purchased Power
- Exhibit 7 Renewable Energy Program Available to North Carolina Large Business Customers – Green Source Advantage

ADVERTISEMENT FOR REQUEST FOR PROPOSAL

**Catawba County Utilities & Engineering
Solid Waste Division**

**Development of Solar Photovoltaic Project for the
Blackburn Landfill and Resource Recovery Facility and
the Bethany Church Road Landfill Facility
Newton, North Carolina**

Issue Date: September 12, 2024

Title: Development of Solar Photovoltaic Project for the Blackburn Landfill and Resource Recovery Facility and the Bethany Church Road Landfill Facility

Issuing Agency & Address: Catawba County Purchasing Manager
25 Government Drive
Newton, NC 28658
(828) 465-8224

Location(s) of Work: Blackburn Landfill and Resource Recovery Facility
4017 Rocky Ford Road, Newton, NC 28658; and

Bethany Church Road Landfill Facility,
2436 Bethany Church Road, Newton, NC 28658.

Proposed Term of Contract: Twenty (20) Years

Contact Person: Tina Wright, Catawba County Purchasing Department
email: tinawright@catawbacountync.gov
phone: (828) 465-8224

Mandatory Virtual Pre-Proposal Conference: A mandatory virtual pre-proposal conference will be conducted on **September 24, 2024 at 10:00 AM ET**. Requests for the virtual pre-proposal conference sign-in instructions must be sent to Tina Wright at tinawright@catawbacountync.gov and must be submitted by **5:00 PM ET on September 23, 2024**.

Sealed proposals are due October 29, 2024 at 4:00 PM ET to the Catawba County Purchasing Department. Proposals will be date stamped and recorded as they are received. Proposals received after this date and time will not be considered and will be returned to the Developer unopened. The County requests two (2) paper copies and one (1) electronic copy of the Proposal from each Developer.

Proposal packages must be labeled: RFP 25-1008 – Development of Solar Photovoltaic Project for the Blackburn and Bethany Church Road Landfills

Catawba County reserves the right at its sole discretion to reject any and all proposals received without penalty. In addition, the County reserves the right to negotiate any and all terms with the successful Proposer.

NOTICE TO DEVELOPERS FOR DEVELOPMENT OF SOLAR PHOTOVOLTAIC PROJECT SERVICES

Catawba County (County) is the owner and operator of the Blackburn Landfill and Resource Recovery and the Bethany Church Road Landfill Facilities (Blackburn and Bethany Church Road Landfills.) The Blackburn and Bethany Church Road Landfills are permitted municipal solid waste (MSW) landfills under North Carolina Solid Waste Permit No. 1803-MSWLF-1997 and 1801-MSWLF-1973. Blackburn Landfill is located at 4017 Rocky Ford Road, Newton, North Carolina and the Bethany Church Road Landfill is located at 2436 Bethany Church Road, Newton, North Carolina.

The County has elected to issue this Request for Proposal (RFP) to solicit proposals from qualified Developers to develop Solar Photovoltaic (PV) projects and related facilities for the generation of renewable energy. The projects will be developed in close collaboration and cooperation with Duke Energy and Catawba County at two landfill facilities listed above. Catawba County will lease land to the Solar Developer (Developer) for the installation of solar panels and related facilities. The power generated will be sold by the Developer to Duke Energy through a Purchased Power Agreement (PPA) negotiated between the Developer and Duke Energy or if a Duke Customer purchases the environmental attributes a Green Source Advantage model could be used. Duke Energy has customers interested in purchasing on-system environmental attributes from impactful community solar sites who may have interest in purchasing RECs (renewable energy credits) and potentially project tax credits. The land lease for this project will be limited to a 25-year term pursuant to state law. If the solar development assets still have useful life at the end of the 25-year term, a new land lease may be obtained through an open bid process.

For the purposes of this RFP, the scope of work requested by the County includes, but is not limited to, planning, permitting, financing, design, construction, operation, maintenance, and decommissioning services for facilities associated with the Solar PV projects.

Sealed proposals must be submitted to the Catawba County Purchasing Department by **October 29, 2024, at 4:00 PM ET** for the development of the solar PV projects at the Blackburn and Bethany Landfills. Proposals submitted after this date and time will not be considered. The County reserves the right to postpone or discontinue future phases of this procurement contingent on responses to the RFP or for any other reason.

VIRTUAL PRE-PROPOSAL CONFERENCE

A mandatory virtual pre-proposal conference will be conducted on **September 24, 2024 at 10:00 AM ET**. Requests for the virtual pre-proposal conference sign-in instructions must be sent to Tina Wright at tinawright@catawbacountync.gov and must be submitted by **5:00 PM ET on September 23, 2024**.

SITE VISITS

Interested parties may contact Tina Wright at tinawright@catawbacountync.gov to schedule a site visit at any of the following prearranged dates and times:

September 30, 2024 at 10:00 AM ET
October 2, 2024 at 2:00 PM ET
October 10, 2024 at 2:00 PM ET
October 11, 2024 at 10:00 AM ET

RFP QUESTIONS

Written questions must be emailed to tinawright@catawbacountync.gov by **October 14, 2024 at 5:00 PM ET**. The email must have “RFP #25-1008 – Questions” as the subject for the email. Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Catawba County website, <https://www.catawbacountync.gov/county-services/purchasing/bid-notices/> and will become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any County personnel, whether made in response to a question or otherwise in connection with this RFP, will be considered authoritative or binding. The Developer may only rely on written material contained in an Addendum to this RFP.

SUBMISSION OF PROPOSALS

The Proposals, including all required forms, must be submitted with two (2) paper copies and one (1) electronic copy on flash drive. The sealed envelope containing the Proposal must be marked on the exterior “RFP #25-1008 Proposal for Development of Solar Photovoltaic Project for the Blackburn and Bethany Church Road Landfills”, along with the name and address of the Developer.

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified. Failure to follow these instructions may be considered a non-responsive submission and may result in immediate elimination from further consideration. The Proposal should be sent to the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (hand delivery, overnight, or any other carrier)
RFP No: 25-1008 Catawba County Government Center Attn: Purchasing Department Post Office Box 389 Newton, North Carolina 28658	RFP No: 25-1008 Catawba County Government Center Attn: Purchasing Department 25 Government Drive Newton, North Carolina 28658

IMPORTANT NOTE: All Proposals shall be physically delivered to the office address listed above on or before the submission deadline referenced in the RFP Schedule below in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Developer(s). It is the sole responsibility of the Developer to have the Proposal physically in this Office by the specified time of opening. No facsimile or e-mail submissions will be accepted.

If applicable, any addendum to this RFP, will be placed on the County’s website at the following location: <https://www.catawbacountync.gov/county-services/purchasing/bid-notices/>

RFP SCHEDULE AND PROCUREMENT PROCESS

The *intended* schedule for this RFP and the proposed procurement process for development of the Solar PV Project at the Blackburn and Bethany Church Road Landfills is presented below. Catawba County will make every effort to adhere to this proposed schedule.

1. Issuance of Request for Proposals – **September 12, 2024**
2. Deadline to Request Sign-In Instructions for Mandatory Virtual Pre-Proposal Conference – **September 23, 2024 by 5:00 PM ET**
3. Mandatory Virtual Pre-Proposal Conference – **September 24, 2024 at 10:00 AM ET**
4. Site Visit Options (must have scheduled appointment):
September 30, 2024 at 10:00 AM ET
October 2, 2024 at 2:00 PM ET
October 10, 2024 at 2:00 PM ET
October 11, 2024 at 10:00 AM ET
5. Deadline for Proposer RFP Questions – **October 14, 2024 at 5:00 PM ET**
6. Deadline for County to issue written responses to Proposer questions – **October 17, 2024 at 5:00 PM ET**
7. Proposals Due – **October 29, 2024 at 4:00 PM ET**
8. Selection Committee to present recommendation to Catawba County's Utilities & Engineering Director – **TBD**
9. Complete Final Contract Negotiations with Selected Developer – **TBD**
10. Present Final Contract to Board of Commissioners for approval – **TBD**
11. Issue Notice to Proceed for Solar PV Development – **TBD**

Once the Proposals have been reviewed, the County reserves the right to shortlist Developers, request that the Developers conduct a presentation and be interviewed by the Selection Committee.

The RFP includes the following sections:

- SECTION 1 – GENERAL INFORMATION
- SECTION 2 – SCOPE OF SERVICES
- SECTION 3 – SUBMITTAL REQUIREMENTS
- SECTION 4 – SELECTION PROCESS

- FORM A – PROPOSAL SUBMITTAL FORM
- FORM B – PROPOSAL CERTIFICATION AND NON-COLLUSION AFFIDAVIT
- FORM C – LAND LEASE PAYMENT FORM

SECTION 1 – GENERAL INFORMATION

RFP OBJECTIVE

The objective of this RFP is to solicit proposals for the development of a solar photovoltaic (PV) project at the Blackburn and Bethany Church Road Landfills. Catawba County, as the owner and operator of both facilities intends to enter into a land lease agreement with the successful solar PV project developer for a solar PV project. All power generated by the project will be sold to Duke Energy through a Purchased Power Agreement (typical NCPPA) negotiated between the Developer and Duke Energy or where a Duke customer purchases the environmental attributes a Green Source Advantage Model agreement will be used. The land lease agreement is anticipated to include the following general provisions:

- The County will convey through a land lease, areas for the installation of solar panels and related facilities to the Developer for a term of up to 25 years, as limited by state statute. If the solar panels have a life span beyond 25 years, a new lease could be granted through an open bid process.
- The land lease could include a termination clause after two (2) years. That would give the Developer two (2) years to secure offtake and lines up revenues. At the end of this two (2) year period the developer will have the option to terminate the lease without penalty or commit to the remaining 23-year lease term.
- The Developer negotiating a Purchased Power Agreement (typical NCPPA) and establishing interconnects to the Duke Energy transmission/distribution grid.
- The County expects to be compensated for the land lease, with payments made on an annual basis.
- Proposals that present technically and financially-feasible alternatives to the approach and specifics contained in this RFP will be accepted and considered. The Developer should make note of when considering development of a solar PV project at the County's Landfills that Duke has customers potentially interested in purchasing the clean energy and/or associated attributes and tax credits.
- The Developer will be responsible for the permitting, design, construction, operation, and financing of the PV project and must operate the project, through the duration of the lease and project decommissioning, in a manner that prioritizes compliance with applicable regulations for and unhindered operation of the Blackburn and Bethany Church Road Landfills.

RIGHTS OF THE COUNTY

All responses, inquiries, or correspondence relating to this RFP will become the property of the County when received and will become subject to all appropriate public disclosure laws of North Carolina.

COST INCURRED BY THE DEVELOPER

Any cost incurred by the Developer in preparing or submitting a Proposal in response to this RFP shall be the Developer's sole responsibility.

RIGHTS OF THE SELECTION COMMITTEE

This RFP constitutes an invitation to submit Proposals to the County. This RFP does not obligate the County to procure or contract for any of the scopes of services set forth in this RFP. All responses, inquiries, or correspondence relating to this RFP will become the property of the County when received and will become subject to all appropriate public disclosure laws of North Carolina. The County and the Selection Committee reserve and hold at its sole discretion, various rights and options, including without limitation, the following:

- a) Waive any minor informalities in the RFP.
- b) Prepare and issue addenda to the RFP prior to the receipt of the Proposals that may expand, restrict, or cancel any portion or all work described in this RFP.
- c) Receive questions and provide answers as it deems appropriate.
- d) Reject any and all Proposals in whole or in part.
- e) Change the date for receipt of Proposals or any deadlines and dates specified in this RFP.
- f) Conduct investigations with respect to information provided, seek clarification and request additional information.
- g) Contact References.
- h) If applicable, provide a facility visit as referenced in a Proposal.
- i) Interview (or not) any or all of the Developers for purposes of discussing information in the Proposals.
- j) Cancel this procurement process with or without substitution of another RFP.
- k) The right to negotiate the scope of any proposals.

PROPOSALS TO REMAIN OPEN

All Proposals will remain open for 180 days beyond the Proposal date. The County may, at its sole discretion, release any Proposals prior to that date.

GENERAL CONDITIONS FOR INSURANCE, INDEMNIFICATION, AND PERFORMANCE GUARANTEES

Any potential contract resulting out of a negotiations phase following this RFP process will include specific contract terms pertaining to site use, financing, operations, compensation, ownership, security, insurance, indemnification, warranties, construction schedule, designation of responsibilities, and other appropriate provisions. It is anticipated that such contract will contain terms and conditions which reflect the unique nature of a solar PV project to be developed by the Developer. The Developer should outline any specific terms and conditions they want the County to consider in their proposal. The County reserves the right to include terms and conditions specific to a solar PV project in any potential contract.

DEFINITIONS

The following terms used herein are defined below for the purposes of this RFP.

Solar Photovoltaic Land Lease. The legal contract between Catawba County and the Developer that includes installation of solar PV panels and related facilities by the Developer on land designated by the County, the construction, operation, maintenance, and decommissioning of the solar electric generation project by the Developer and includes payment to the County for the land lease.

Solar Photovoltaic Facilities. The network of solar PV facilities, and the transmission equipment appurtenances including, but not limited to, solar panels, inverters and conditioners, transmission lines and interconnects.

Point of Power Delivery. The location of transmission lines between the solar panels and the inverters/conditioners and interconnects with Duke Energy's Transmission/Distribution lines will be determined by Duke Energy with input from the Developer and the County. The location of the Interconnect shall not in any way affect the operation of the landfill, gas and leachate collection systems or the RNG production facilities onsite.

Project Facilities. The infrastructure, system components, and controls that are furnished, constructed, maintained, and managed by the Developer and in agreement with the County and Duke Energy for purposes of operating and maintaining a solar PV project may or may not be located within the County's property that is leased to the Developer, as applicable.

Project. The overall planning, permitting, financing, design, construction, operation, and maintenance associated with the project are the sole responsibility of the Developer.

Project Site. The area of land owned by the County, whereby the County shall grant usage to the Developer for purposes of operating solar PV project per the Contract. The area of land may include easements, rights-of-way, or land leases.

The Developer. The entity that enters into a contract with the County to complete the scope of services for a solar PV project using solar panels and related facilities installed on portions of the Blackburn and Bethany Church Road Landfill properties. The Developer agrees to sell the power generated to Duke Energy. The Developer is responsible for completing the scope of work outlined in the contract.

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SECTION 2 – SCOPE OF SERVICES

GENERAL

For the purposes of this RFP, the scope of services requested by the County includes, but is not limited to, planning, permitting, financing, design, construction, operation, and maintenance of all solar PV facilities. In exchange for granting a Developer the right to construct the solar PV facilities at the Blackburn Landfill for commercial energy production purposes, the Developer must agree to sell the electricity produced to Duke Energy and make monthly payments to the County for the land lease.

Term of Contract. The term of the Contract shall be for up to twenty-five (25) years. If the solar development assets still have useful life at the end of the 25-year term, a new land lease may be obtained through an open bid process. The Developer will have a period of up to two (2) years to find an Outtaker for the environmental attributes and to lineup revenues and can terminate the lease during the initial (2) year period if developer determines that the project is not feasible.

RIGHTS AND RESPONSIBILITIES OF CATAWBA COUNTY

The rights and responsibilities of the County are:

Licenses and Permits. Subject to the Financing provision below, the County will make application for, obtain, and maintain all applicable licenses and permits required for the construction of solar PV at the Blackburn and Bethany Church Landfill sites.

Access and Property Lease. The specific contract terms contained in a contract resulting out of a negotiations phase following this RFP process will ultimately define granted access to the Project Site for the purposes of enabling the Developer to complete its responsibilities. Similarly, any lease of property to the Developer for the Developer's facilities will be stipulated in the contract.

Landfill Operations. Landfill operations must and will take precedence however, the County will make reasonable efforts to perform its operations at the Blackburn and Bethany Church Road Landfills such that it will not unreasonably interfere with the operations and maintenance of the solar PV facilities.

Solar Electric Delivery Point(s). In the land lease, the County, Duke Energy and the Developer will designate an electricity delivery point or points anticipated to be a marked location on Duke Energy's power transmission or distribution system that runs through or adjacent to the Blackburn and Bethany Church Road Landfills.

Future Projects. If, in the County's sole discretion, the County decides to make more area available for solar PV the Developer may make a bid for the land lease for additional solar PV at the County's landfills.

Right to Terminate Contract. At all times, the County retains the right to terminate the solar PV Land Lease contract with the Developer for failure to perform as required. Default of the Developer may include, but is not limited to, (a) failure to operate and maintain the project facilities in full compliance with all applicable federal, state, and local laws and environmental compliance requirements; (b) operating the project facilities in a manner that creates a non-compliance event for the County's landfill facilities, (c) operating the project facilities in a

manner that creates a nuisance condition, (d) failure to make timely and full payments to the County for the land lease.

Right of First Refusal. If, at any time, the Developer receives a bona fide offer (“Offer”) to sell the Project Facilities to a third party purchaser, and the Developer decides to sell the Project Facilities pursuant to such Offer, the County retains the first right to purchase the Project Facilities before the Developer may sell the Project to a third party purchaser. The Developer must provide the County a notice (“Offer Notice”) of the Offer within ten (10) business days after Developer receives it. The Offer Notice must include the pricing and the purchase terms included in the Offer.

If, within fifteen (15) business days after the offer notice, the County does not provide to the Developer notice of County’s intent to purchase the Project Facilities (“Intent to Purchase Notice”) at an amount agreed upon by the parties, then the Developer may proceed with the sale of the Project Facilities to the third party purchaser. If the County provides the Developer a timely Intent to Purchase Notice, the County shall have the sole and absolute right to purchase the Project Facilities at the price agreed on by both parties.

RIGHTS AND RESPONSIBILITIES OF THE DEVELOPER

The rights and responsibilities of the Developer include, but are not limited to the following:

Solar Electric Sales. The Developer assumes all responsibility for the sale of power to Duke Energy.

Customer Service. The Developer shall assume all responsibility for providing customer service to project customers including, but not limited to, emergency response for equipment failures, power outages.

Annual Payments for Lease. On an annual basis, the County will submit an invoice to the Developer for the land lease. The Developer must make payment to the County within 30 days of the invoice.

Financing. The Developer is solely responsible for the financing of all of the planning, permitting (including any modifications to the County’s landfill permits required for the solar project), design, construction, operations, maintenance, repair, replacement, and rehabilitation associated with the Project including all applicable licenses and permits required for the construction of solar PV on the Blackburn and Bethany Church Road Landfill sites whose application may be the responsibility of the County. The Developer will not be compensated by the County for any work related to the Project Facilities. It is understood that payments to the County by the Developer are for the land lease or reimbursement for costs incurred by County in relation to the Solar PV Project.

Use of Licensed Professionals. The Developer is required to undertake, perform and complete all required planning, permitting, design and construction of Project Facilities using professional engineers and construction contractors licensed to practice in North Carolina.

Staffing. The Developer is required to staff the Project Facilities with qualified personnel who meet any licensing and certification requirements of the State. The Developer must manage, administer, coordinate and schedule in an orderly manner all work done by Developer's officers, employees, and Subcontractors. Developer, Developer's officers, employees, and Subcontractors must perform every act or service required in a skillful and competent manner

in accordance with the highest standards of the solar PV industry. The Developer must furnish evidence of the skill and qualifications of its officers, employees, Subcontractors and agents on the request of the County. The Developer must take appropriate action with respect to any employee of the Developer or any Subcontractor engaging in unlawful, unruly or objectionable conduct.

Landfill Solar PV Superintendent. The Developer must appoint a Landfill Solar PV Superintendent for the project sites who is trained, experienced and proficient in the management and operation of solar PV facilities, whose responsibility is managing the Developer's Project Facilities at the Blackburn and Bethany Church Road Landfills. The Superintendent must be the Developer's point-of-contact for the Facility responsible for coordination with the County.

Solar Photovoltaic Facilities. The Developer shall, at its sole expense, purchase, design, modify, install, permit, construct, expand, operate and maintain (including preventative and routine maintenance and replacement of worn equipment), and decommission the solar PV facilities.

Landfill Solar Photovoltaic Facilities Operations. The Developer will be responsible for the operations, maintenance, monitoring, and reporting associated with the solar PV facilities. The Developer shall not operate the solar PV project facilities in a manner that interferes with the County's operations of the County's landfills.

Landfill Solar Photovoltaic Transmission Lines. The Developer shall, at its sole expense, purchase, design, install, permit, construct, operate and maintain (including preventative and routine maintenance and replacement of worn materials) all electric transmission lines and appurtenances from the solar panel installation to the Delivery Point, all in accordance with applicable laws and environmental compliance requirements.

Environmental Compliance Requirements. The Developer shall be responsible for operating all Project Facilities in a manner to at all times maintain compliance with all applicable law and environmental compliance requirements. In addition, the Developer shall assume all responsibilities for environmental compliance monitoring and reporting to appropriate federal, state and local agencies. Environmental compliance requirements shall include, but shall not be limited to, the Clean Air Act; the federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and Health Act; the Hazardous Materials Transportation Act; the Oil Pollution Act of 1990; and any similar federal, state or local statutes and regulations.

Fines, Penalties and Remediation. If at any time the Developer fails to comply with any applicable law or environmental compliance requirements, the Developer shall, without limiting any other remedy available to the County upon such an occurrence: (1) immediately correct such failure and resume compliance with applicable law or environmental compliance requirements (2) bear all loss-and-expense of the Developer and the County resulting there from; (3) pay any resulting damages, fines, assessments, levies, impositions, penalties or other charges; (4) make all capital modifications and changes in operating and management practices which are necessary to assure that the failure of compliance with applicable law or environmental compliance requirements will not recur; and (5) comply with any corrective

action plan filed with or mandated by any federal, state or local agency in order to remedy a failure of the Developer to comply with applicable law or environmental compliance requirements. The specific contract terms contained in an agreement resulting out of a negotiations phase following this RFP process will ultimately define the manner in which potential loss of revenue to the County associated with failure of the Developer to comply will be addressed.

No Nuisance. The Developer shall at all times operate and maintain the Project Facilities in a good, environmentally sound, reliable, safe, neat, clean and substantially litter-free manner. Should any such nuisance condition occur, the Developer shall expeditiously remedy the condition, make all changes in operating and management practices necessary to prevent a recurrence of the nuisance condition, and indemnify and hold harmless the County from any loss-and-expense relating thereto. The Developer shall be responsible for the permitting, design, construction, operation, and noise attenuation features at the Project Facilities that the County deems necessary to maintain good relations with the surrounding communities.

Documents Storage at Site. At all times, the Developer must maintain at the County's Landfill Office, clean reproducible record copies of all construction drawings, specifications, operations and maintenance manuals, manufacturer maintenance and inspection recommendations for equipment, logic diagrams for instrumentation and control systems, graphic or written instructions, interpretations and clarifications, and all other documents related to the planning, permitting, design and construction of the Project Facilities. These documents must be provided to the County for reference, copying and use, and a complete set must be delivered to the County upon completion of the Project Facilities.

Design Reviews. All construction drawings, plans, construction specifications, equipment specifications, site plans, construction schedules, startup and operational procedures, and permit applications must be reviewed by and approved by the County, in its role as landfill owner and partner with the Developer, prior to implementation or application. County approval will not be unreasonably withheld. The conditions of this "courtesy" review are separate and unrelated from any reviews of permit applications or construction documents in which the County is serving in the role as the regulatory agency.

Other Clarifications, Agreements and Statements. The Developer acknowledges that additional certifications, agreements, and statements may be required in the contract. The Developer's execution of Affirmative Action, Non-Discrimination Agreements and Drug-Free Workplace Certifications, and other Federal, State, and local governmental requirements may be required in the contract.

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SECTION 3 – SUBMITTAL REQUIREMENTS

ORGANIZATION OF PROPOSAL

The Developer must submit two (2) paper copies of the Proposal along with one (1) electronic copy on flash drive. Proposals must be submitted on 8.5- x 11-inch paper, double-sided print, with dividers for each section. Using labeled dividers, the Proposal must be segregated into the following sections:

Letter of Interest. The Proposal must identify all Developers proposed for the team, including the organizational and contractual relationship between the Developers and briefly describe the scope of work to be assigned to each Developer or group, including staff to be assigned.

Proposal Submittal Form. The Proposal must include a completed, signed copy of Form A – Proposal Submittal Form included in this RFP.

Proposal Certification and Non-Collusion Affidavit. The Proposal must include a completed, signed copy of Form B – Proposal Certification and Non-Collusion Affidavit included in this RFP.

Proposal Sections. The Proposal must contain the following sections:

Table of Contents

1. Parent Developer Confirmation
2. Qualifications and Experience
3. Proposed Solar PV Project Description, Approach, and Scope of Services Assumptions
4. Capital Improvement Plan
5. Permits and Documentation Requirements
6. Decommissioning Plan, including an explanation of how the financial assurance requirement will be met
7. Land Lease Payment Form (Form C)
8. Other Elements of Proposed Project
9. Notice of Violations and Actions

Addenda. The Proposal must contain an acknowledgement of receipt of Addenda, if any are posted by the County.

1. Parent Developer Confirmation

The County is seeking guaranteed long-term land lease options. A Developer wholly or partially owned by another corporation or other entity must submit a Parent Company Confirmation to certify that any potential contract with the Developer resulting from this RFP process will be co-signed by the Developer's parent Company. A Developer who does not fall into this category must note that in the Proposal.

2. Qualifications and Experience

The Developer must provide documentation to demonstrate credibility, qualification, experience, financial stability, and capability of successfully executing the solar PV Development Project per their Proposal. The specific nature of the documentation is at the discretion of each Developer. For example, a Developer may opt to submit a project profile as

well as contact information of the landfill owner(s) for currently operating solar PV facilities, where the Developer served as the developer or currently serves as operator of the solar PV facilities at locations similar to the County's landfills. To demonstrate experience, the Developer should identify the role that the Developer and/or select individuals served for any previous projects. The Developer should provide a reference that includes name, project location and contact information (name, title, address, email address and telephone number). The documentation should include the Developer's financial statement or a Federal Identification Number to enable the County to assess the Developer's financial background.

Where possible, experience with North Carolina landfills solar PV projects and projects that involved Duke Energy should be highlighted in the documentation presented. In preparing information for this section, the text shall clearly distinguish and state which entity actually performed the work for which they are claiming experience. Where it is the experience of a parent, affiliate, subsidiary or subcontractor that is listed as a relevant qualification, this fact shall be explicitly noted and the relationship linking the experience to this project shall be described.

Resumes shall also be provided for the anticipated personnel needed to design, build, operate and maintain the Project Facilities.

3. Proposed Solar Photovoltaic Project Description, Approach, and Scope of Services Assumptions

Proposals must provide a Project Description and Approach that describes the intended equipment (solar panels, inverter/conditioners, foundations racking/mounts, electrical conduits and lightning protection). Are the panels to be mono-crystalline silicon modules, multi-crystalline silicon modules or thin film modules? Are the inverters to be Early-stage Smart inverters or some other type? Are the foundations for the racking going to be, ballast type, shallow concrete foundations or some other type? Will the mounts be dual axis tracking, or fixed? What type of electrical conduit, grounding, and lightning protection will be installed to prevent fires and explosions of methane gas? The proposal should discuss what assumptions were made in the equipment decisions for this project.

The Proposal must describe the approach to the planning, permitting, design, construction, and operation of the Project Facilities and associated infrastructure to assure that all aspects of the County's Landfill Operations, and monitoring at the Blackburn and Bethany Church Road Landfills will be satisfactorily addressed by the Developer. So that impacts to the County's landfill operations will be minimized.

The intent of this RFP is to receive and evaluate a solar PV project at the County's landfills. It is important for the Developer to note that Section 2 of this RFP (Scope of Services), in many instances, provides general information regarding the expectation and requirements of the County with regard to solar PV facilities, rather than specific contract terms and specifications. In instances where the Developer finds the Scope of Services language insufficient to represent the Developer's proposed activities, or to reasonably estimate the Land Lease Payments to be made to the County, the Developer should list their major assumptions.

By submitting a Proposal, the Developer warrants that they have read, fully understand, and comprehend all of the terms and conditions within this RFP, especially those specified in Section 2 – Scope of Services.

Where a Developer takes exception to a specific term or condition of the Scope of Services, the Developer must clearly identify and describe the proposed modification to the Scope of Services, and define the revenue impact, if any, to the County.

4. Decommissioning Plan

Any utility-scale solar project that either (i) had an application that was pending or submitted after June 26, 2023, or (ii) was generating solar energy or interconnected to a transmission facility on June 26, 2023 and is rebuilt or expanded must submit to Department of Environmental Quality (DEQ) for approval a decommissioning plan that has been prepared and signed by an engineer licensed in North Carolina. **The decommissioning plan must be submitted as part of the proposal and must include:**

- Project owner and landowner contact information;
- A narrative description of how decommissioning will be conducted, including sequencing, disposition of materials and delineation of solid and hazardous waste disposal methods, and a schedule for completion;
- Equipment that will be salvaged, including estimated salvage value of the equipment;
- Steps that will be taken to comply with the law's new restoration requirements;
- Cost estimate for decommissioning the project and restoring the project's property; and
- Proposal for satisfying the law's new financial assurance requirements.

If the solar panels and other components are considered non-hazardous materials at the end of life and are not able to be recycled they can be disposed of at the Blackburn Landfill at the disposal fee in effect at the time of disposal. If, however the panels and /or other components are considered hazardous the decommissioning plan must contain financial assurance for the removal, transport and disposal of the hazardous components at an appropriate disposal facility. The Decommissioning Plan, including Financial Assurance will be a part of the Land Lease Agreement.

Financial Assurance Requirements

To meet the requirements of the County's Unified Development Ordinance (UDO), the financial assurance for decommissioning must meet section 44-633 (m) of the UDO. The State of North Carolina has also recently passed decommissioning financial assurance requirements. Where the financial assurance requirements contradict each other the Developer must meet the more stringent requirement of the two codes. The State requires that in addition to the decommissioning plan described above, the owner of a utility-scale solar project that either (i) had a CPCN application that was pending or submitted after June 26, 2023, or (ii) was generating solar energy or interconnected to a transmission facility on June 26, 2023, and is rebuilt or expanded must establish and maintain financial assurance in an amount approved by DEQ beginning Nov. 1, 2025. To establish sufficient funds, the owner may use:

Insurance, financial tests, third-party guarantees by persons who can pass the financial test, guarantees by corporate parents who can pass the financial test, irrevocable letters of credit, trusts, surety bonds, or any other financial device, or any combination of the foregoing, shown to provide protection equivalent to the financial protection that would be provided by insurance if insurance were the only mechanism used.

G.S. 130A-309.240(d)(1).

5. Permits and Documentation Requirements

Corresponding to the proposed CIP, each Developer must provide a listing of all the environmental permits, land development permits, site plan approval requirements, and

environmental documentation requirements associated with each task and phase of the PV project implementation and development of associated infrastructure and facilities identified in the Developer's CIP. In addition, the Developer shall provide information regarding the review and approval requirements of the North Carolina Utilities Commission and/or other regulatory bodies having jurisdiction over any aspect of the PV Project.

6. Land Lease Payment Form

The Scope of Services associated with this RFP (Section 2) includes, but is not limited to, planning, permitting, financing, design, construction, operation, maintenance, decommissioning, and environmental monitoring services for facilities associated with the PV project.

Each Developer's proposed schedule of payments to be paid to the County must be submitted using the Land Lease Payment Form included within this RFP as Form C. The Developer may modify this Form as appropriate to best communicate the payment structure or revenue-sharing arrangement that is being proposed.

Each Proposer must provide total annual payments to the County for each year listed in the Landfill Lease Payment Form based on the land area needed for the PV project.

7. Notice of Violations and Compliance Actions

Developer must include a list of all Notice of Violations (NOVs), Compliance Actions, and/or litigations claims related to any PV Project Facilities owned and/or operated by the Developer or its' affiliated Developers from January 1, 2022 to the issue date of the RFP. The list must include a description of the NOVs, Compliance Actions, and/or litigation claims, the date received, the name of regulatory agency, the facility name and location, and the resolution. In addition, NOVs, Compliance Actions, and/or litigation claims information must be provided for parent Developers with which the Developer is associated in the event the Developer is wholly or partially owned by another corporation or other entity.

8. Proposal Certification and Non-Collusion Affidavit

The Developer must include an appropriately completed and signed Proposal Certification and Non-Collusion Affidavit (Form B).

[This section intentionally blank]

SELECTION PROCESS

The County will appoint a Selection Committee comprised of appropriate staff representing certain departments, and may include external consultants. The process for the Project will likely involve three stages:

Stage I: Qualifications Proposal

The stage commences with the establishment of a Selection Committee with its members having been appointed by Catawba County's Utilities & Engineering Director. A Request for Proposals is placed on the County's website. Upon receipt of the Proposals, Selection Committee members review and select ("short-list") for further consideration those Developers which appear to be best able to provide services for the Project.

Stage II: Interviews (if necessary)

Separate interview sessions may be scheduled with the "short-listed" Developers to permit Selection Committee members to further evaluate each Developer's qualifications and Proposal. Recommendations are forwarded to the Utilities and Engineering Director for approval.

Stage III: Contract Negotiations

Developer and County will negotiate a contract. In the event negotiations of the specific contract terms, conditions and fees prove unsuccessful, another Developer will be chosen. Any contract is subject to approval by the Catawba County Board of Commissioners.

Evaluation Criteria

A Developer will be selected for further consideration based on the following:

1. Qualifications, expertise and past performance on similar projects related to development, construction, and operation of Solar PV Facilities.
2. Project implementation and delivery methodology including, technical approach to design and construction of Project Facilities and associated energy recovery infrastructure, integration of controls and overall understanding of the scope of work and achievement of the County's objectives.
3. Capital Improvement Plan and Financial Package.
4. Project permitting requirements, involvement of external parties, and Project Implementation Schedule.
5. References.
6. Other factors that may be appropriate for the PV Project.

Areas to be Evaluated for Solar Photovoltaic Development

Area 1 - Construction and Demolition Debris Landfill (C&D), green wood and yard waste processing area and surrounding area. This area is approximately 70 acres; the C&D Landfill is about 30 acres of the 70. The C&D landfill was opened in 2002 and closed in 2023. Closure of this facility will take place in 2024 and will consist of placing 18-inch thick layer of a low permeability soil cap and 18 inches of top soil. Side slopes are 4 to 1 or approximately 25% grade. The top of this landfill, which accounts for most of the area is relatively flat. Foundations and electrical conduit may be allowed to penetrate into the 18-inch top soil layer with NCDEQ approval, but cannot extend down into the low permeability soil cap. North Carolina Solid Waste Rules says that Post-closure use of the property shall not disturb the integrity of the cap system, base liner system, or any other components of the containment system, or the function of the monitoring systems unless necessary to comply with the requirements in Rules .0531 through .0546 of this Section. The owner or operator may submit a request in writing to the Division for a disturbance. The request shall include a demonstration that disturbance of the cap system, base liner system, or other component of the containment system, including any removal of waste, will not increase the potential for fires, vector attraction, damage to these systems, or the release of dust, odors, waste, or leachate to the environment. The green wood and yard waste processing and the surrounding area is not located on fill soils and is flat.

Area 2 – is a municipal solid waste landfill (MSW) that was opened in 1981 and closed in December 1997. This is an unlined facility that is capped by 8 to 10 feet of soil. The facility has active gas and leachate recovery systems in operation that cannot be disturbed. The top of this 39-acre area is relatively flat and the side slopes are 5:1 or about a 20% grade at the steepest points. Foundation and electrical conduit can be dug into the top soil as long as they do not disturb the gas and leachate collection systems or penetrate into the waste.

Area 3 – is about an 11 acre closed C&D landfill, which began accepting waste in July 1988 and was closed in 2002. It has approximately 5 feet of soil covering the waste. The top is relatively flat and the side slopes are approximately 5:1 or 20 % grade at the steepest points. Foundations and electrical lines can penetrate the cover soils as long as they do not extend down into the waste.

Area 4 – Depleted soil borrow area. This area is about 55 acres and is mostly cleared of all vegetation. Soils were excavated from this area for use in landfill operations. No waste or soil fill was placed here. The area is relatively flat except for the north facing slope that extends from Rocky Ford Road right-of-way down to the bottom the excavation.

Bethany Church Road Landfill

Area 1 – MSW Landfill. This area was filled with waste starting in 1968 and was closed in 1991. The area is approximately 43 acres. the waste is covered by a soil cap on top that is approximately 8 to 10 feet in depth. The soil cap has been repaired over time to fill depressions caused by differential settlements. The area is not settling significantly at this point. The landfill is relatively flat with the exception of a small area that slopes down to a creek on the north east side of the facility. There is a gas collection system in operation on the facility, but otherwise, with NCDEQ approval, it might be possible to bury foundations and electrical lines as long as they stay above the waste 8 to 10 feet below the surface. Post-closure use of the property shall not disturb the integrity of the cap system, base liner system, or any other components of the containment system, or the function of the monitoring systems unless necessary to comply with the requirements in Rules .0531 through .0546 of this Section. The owner or operator may submit a request in writing to the Division for a disturbance. The request shall include a demonstration that disturbance of the cap system, base liner system, or other component of the containment system, including any removal of waste, will not increase the potential for fires, vector attraction, damage to these systems, or the release of dust, odors, waste, or leachate to the environment.

Area 2 – Depleted Borrow Area. Area 2 is about 7.75 acres of depleted borrow area. No fill or waste has been placed here. The area is flat and the vegetation has been cleared away from this area.

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FORM A – PROPOSAL SUBMITTAL FORM

**Solar Photovoltaic Project Development for the
Blackburn Landfill and Resource Recovery Facility
Newton, North Carolina**

In compliance with this Request for Proposals, which includes the attached Exhibits referenced herein, and subject to all the terms and conditions set forth herein, the undersigned offers and agrees to furnish the services described in the RFP cited above and submit this signed proposal which includes this completed and signed page, and other data as required by the RFP. It is understood that this proposal and the scope of services may be modified, by mutual agreement in subsequent negotiations.

**Name and Address of
Developer:**

_____	Date: _____
_____	By: _____
_____	(sign in ink) _____
_____	By: _____
_____	(print name) _____
_____	Title: _____
_____	Phone: _____
FEI/FIN	Email: _____
#: _____	

FORM B – PROPOSAL CERTIFICATION AND NON-COLLUSION AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

- a. I am the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Developer that has submitted the attached Proposal;
- b. I have carefully read and examined the Request for Proposals dated _____, **2024**, as prepared by the County and understand the terms and provisions thereof;
- c. I am fully informed regarding the preparation and contents of the attached Proposal;
- d. The attached Proposal is genuine and is not a collusive or sham Proposal;
- e. I affirm that the attached Proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- f. I understand that all proposals shall remain open for **180** calendar days after the actual date of the Proposal opening;
- g. I understand and agree that any project arising out of a successful Proposal will be subject to the County's Equal Employment Opportunity, Anti-Discrimination, and Affirmative Action Programs.

My below signature certifies that the Proposal as submitted complies with all Terms and Conditions as set forth in the Request for Proposal for Solar Photovoltaic Project Development at the Blackburn Landfill and Resource Recovery Facility, Newton, North Carolina and the Bethany Church Road Landfill, Newton, North Carolina. My signature also certifies that by submitting a Proposal in response to this Request for Proposal, the Developer represents that in the preparation and submission of this proposal, said Developer did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. section 1) and/or County, State and Federal laws, codes, rules and regulations.

I hereby certify that I am authorized to sign as a Representative for the

Developer:

NAME OF DEVELOPER:

ADDRESS:

FEDERAL TAX ID #: _____

TELEPHONE: _____

EMAIL: _____

SUBMITTED this _____ day of _____, 2020

(Name of Developer)

(Signature of authorized representative)

(SEAL)

(SEAL)(Title)

(Business Address)

(City, State & Zip Code)

FORM C – LAND LEASE PAYMENT FORM

Blackburn Landfill Facility

Area of Leased Land (Acres)_____

Unit Price_____/Acre/Year

Bethany Church Road Landfill Facility

Area of Leased Land (Acres)_____

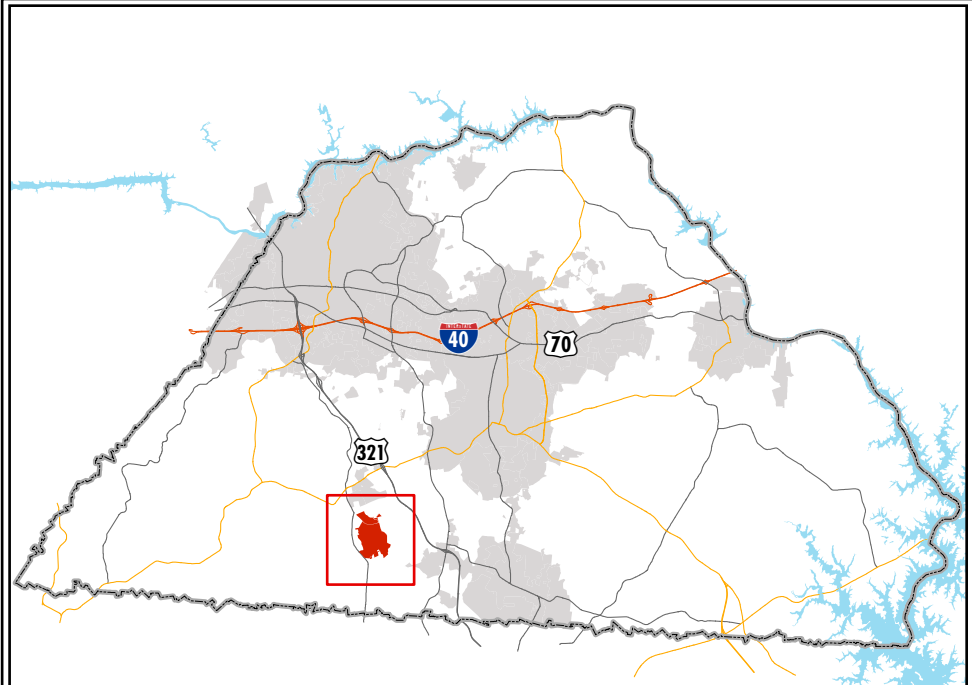
Unit Price_____/Acre/Year

Exhibit 1

BLACKBURN LANDFILL Location Map



catawba county
MAKING. LIVING. BETTER.



Date Saved: 9/6/2024

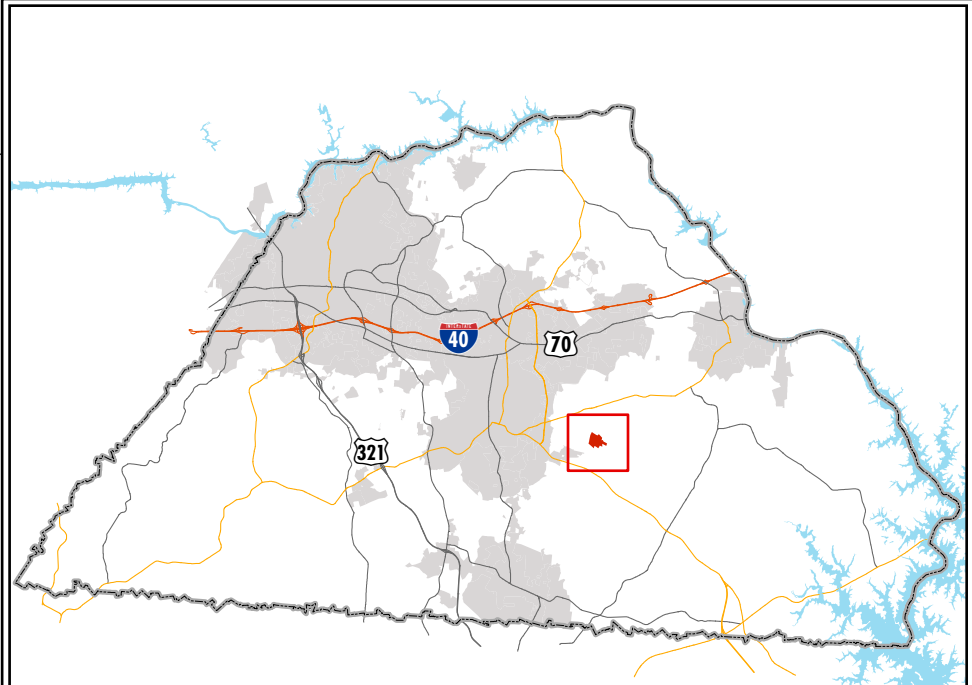
This map product was prepared from the Catawba County, NC, Geographic Information System. Catawba County has made substantial efforts to ensure the accuracy of location and labeling information contained on this map. Catawba County promotes and recommends the independent verification of any data contained on this map product by the user. The County of Catawba, its employees and agents, disclaim and shall not be held liable for any and all damages, loss or liability, whether direct or consequential, which arises or may arise from this map product or the use thereof by any person or entity.

Exhibit 2

NEWTON LANDFILL Location Map



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Date Saved: 9/6/2024

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BLACKBURN LANDFILL Solar Farm Sites



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Exhibit 3

Area 4 - 55 Acres

Area 3
11.25 Acres

Area 1 - 70.46 Acres

Area 2 - 33.92 Acres

- Blackburn Landfill
 - Parcels
 - Duke Power Easements
 - Solar Farm Areas
- Aerial Photography Captured Feb/March 2022



NORTH

1 inch equals 700 feet

Date Saved: 7/12/2024

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BETHANY CHURCH ROAD LANDFILL

Solar Farm Sites



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Exhibit 4

CLAREMONT RD

BETHANY CHURCH RD

CHEYER

MR OLIVE CHURCH RD

Area 1 - 43.21 Acres

Area 2 - 7.75 Acres

- Blackburn Landfill
- Parcels
- Water Bodies
- Duke Power Easements
- County Owned Property
- Solar Farm Sites



1 inch equals 350 feet

Aerial Photography Captured Feb/March 2022

This map product was prepared from the Catawba County, NC Geographic Information System. Catawba County has made best effort to ensure the accuracy of location and labeling information contained on this map. Catawba County promotes and recommends the independent verification of any data contained on this map product by the user. The County of Catawba, its employees, and agents disclaim, and shall not be held liable for any and all damages, loss or liability, whether direct, indirect or consequential which arises or may arise from this map product as the user thereof by any person or entity.

Date Saved: 7/25/2024

Path: E:\projects\Land\NewtonLandfill_SolarFarms.aprx

Exhibit 5

Duke Energy Carolinas, LLC
(North Carolina Only)

NC Original Leaf No. 139

RIDER NSC NON-RESIDENTIAL SOLAR CHOICE

AVAILABILITY

Available to non-residential Customer-Generators receiving concurrent service from the Company, on a metered rate schedule, except as indicated under General Provisions. A Customer-Generator is an owner, operator, or lessee of an electric generation unit that generates or discharges electricity from a renewable energy resource, including an energy storage device configured to receive electrical charge solely from an onsite renewable energy resource. The renewable net energy metered (NEM) generation, which may include a solar photovoltaic; solar thermal; wind powered; hydroelectric; geothermal; tidal or wave energy; recycling resource; hydrogen fueled or combined heat and power derived from renewable resources; or biomass fueled generation source of energy, must be installed on the Customer's side of the delivery point, for the Customer's own use, interconnected with and operated in parallel with the Company's system. The generation must be located at a single premise owned, operated, leased or otherwise controlled by the Customer. The system may either be owned by the Customer or by a lessor and leased to the Customer.

Customers applying for service under this Rider must be served under an approved general service or industrial rate schedule that includes time-of-use (TOU) periods.

If Customer receives electric service under a schedule other than a TOU schedule with demand rates, any renewable energy credit or "green tags" shall be provided by Customer at no cost to Company. If service is received under a time-of-use schedule with demand rates, all renewable energy credits or "green tags" shall be retained solely by Customer.

GENERAL PROVISIONS

1. To qualify for service under this Rider, the Customer must comply with all applicable interconnection standards and must provide, in writing, the Nameplate Capacity of the Customer's installed renewable generation system. Any subsequent change to the Nameplate Capacity must be provided by Customer to Company in writing by no later than 60 days following the change.
2. To qualify for service under this Rider, the Customer must not be served on another parallel generation rate schedule or rider. For Customer-owned facilities, the Nameplate Capacity of Customer's installed renewable generation system and equipment must not exceed the lesser of 5,000 kW AC or 100% of the Customer's contract demand which shall approximate the Customer's maximum expected demand. For leased facilities, the Nameplate Capacity of Customer's installed renewable generation system and equipment must not exceed the lesser of 1,000 kW AC or 100% of the Customer's contract demand which shall approximate the Customer's maximum expected demand.
3. If the Customer is not the owner of the premises receiving electric service from the Company, the Company shall have the right to require that the owner of the premises give satisfactory written approval of the Customer's request for service under this Rider.
4. If the electricity supplied to the Customer by the Company exceeds the electricity delivered to the grid by the Customer-Generator during a monthly billing period, the Customer-Generator shall be billed for the net electricity in kWh supplied by the Company plus any demand or other charges under the applicable rate schedule or riders.
5. If the electricity delivered to the grid by the Customer-Generator exceeds the electricity supplied by the Company during a monthly billing period, the Customer-Generator shall be credited for the net excess energy in kWh generated during that billing period at the Monthly Credit rate below.
6. Net electricity will be calculated for each TOU period, in descending order by price. Any net excess energy from one TOU period will be applied to the next TOU period, as applicable. After net electricity has been calculated for all TOU periods, the Customer-Generator shall be credited for any remaining net excess energy at the Monthly Credit rate below.
7. In the event the Company determines that it is necessary to increase the capacity of facilities beyond those required to serve the Customer's electrical requirement or to install a dedicated transformer or other equipment to protect the safety and adequacy of electric service provided to other customers, the Customer shall pay the estimated cost of the required transformer or other equipment above the estimated cost which the Company would otherwise have normally incurred to serve the Customer's electrical requirement, in advance of receiving service under this Rider.

NC Original Leaf No. 139
Effective for service rendered on and after January 15, 2024
NCUC Docket No. E-7, Sub 1276, Order dated December 15, 2023

RIDER NSC
NON-RESIDENTIAL SOLAR CHOICE

8. A Standby Charge of \$1.87 per kW per month shall apply to customers with a generation system larger than 100 kW, excluding customers served under a TOU demand rate schedule with a generation system with less than 60% planning capacity factor as determined by the Company. If applicable, the Standby kW will be the Nameplate Rating of the Customer's generation system.

RATE

All provisions of the applicable schedule and other applicable riders will apply to service supplied under this Rider, except as modified herein. In addition to all charges in the applicable rate schedule for Customer's net electrical usage, the following credit will be applied to net electricity delivered to the grid by Customer's renewable generation as specified under General Provisions:

Monthly Credit for Net Excess Energy, per kWh	\$0.0335
---	----------

METERING REQUIREMENTS

The Company will furnish, install, own and maintain a billing meter to measure the kW demand delivered by the Company to the Customer, and to measure the net kWh purchased by the Customer or delivered to the Company. For renewable generation capacity of 20 kW AC or less, the billing meter will be a single, bi-directional meter which records independently the net flow of electricity in each direction through the meter, unless Customer's overall electrical requirement merits a different meter. For larger renewable generation capacities, the Company may elect to require two meters with 30-minute interval capabilities to separately record Customer's electrical consumption and the total generator output, which will be electronically netted for billing. The Customer grants the Company the right to install, operate, and monitor special equipment to measure the Customer's generating system output, or any part thereof, and to obtain any other data necessary to determine the operating characteristics and effects of the installation. All metering shall be at a location that is readily accessible by the Company.

SAFETY, INTERCONNECTION AND INSPECTION REQUIREMENTS

This Rider is only applicable for installed generation systems and equipment that comply with the provisions outlined in the North Carolina Interconnection Procedures, Forms, and Agreements for State-Jurisdictional Generator Interconnections (hereinafter "Interconnection Procedures") as approved by the North Carolina Utilities Commission.

The Customer must submit a Request to Interconnect, which must be accepted by the Company, pay an application fee, comply with the liability insurance requirements of the Interconnection Procedures and enter into a specific contract providing for interconnection to the Company's system.

In order to ensure protection of the Company's system, the Company reserves the right, at its discretion, to inspect the Customer's generation system and equipment at any time upon reasonable notice to the Customer in an effort to ensure compliance with the Interconnection Procedures. The Company reserves the right to disconnect electric service to the premises if the Company determines that the Customer's generation system and equipment is not in compliance with the Interconnection Procedures and is being operated in parallel with the Company's system.

The Customer shall be responsible for any costs incurred by the Company pursuant to the Interconnection Procedures. The Company reserves the right to require additional interconnection facilities, furnished, installed, owned and maintained by the Company, at the Customer's expense, if the Customer's system, despite compliance with the Interconnection Procedures, causes safety, reliability or power quality problems. These additional facilities will be subject to a monthly charge under the Extra Facilities provisions of the Company's Service Regulations provided, however, that the minimum Extra Facilities Charge shall not apply.

POWER FACTOR

When the average monthly power factor of the power supplied by the Customer to the Company is less than 90 percent or greater than 97 percent, the Company may correct the energy in kWh, as appropriate. The Company reserves the right to install facilities

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NON-RESIDENTIAL SOLAR CHOICE

necessary for the measurement of power factor. The Company will not install such equipment, nor make a power factor correction if the generation system is less than 20 kW and uses an inverter.

CONTRACT PERIOD

The Customer shall enter into a contract for service under this Rider for a minimum original term of one (1) year, and the contract shall automatically renew thereafter, except that either party may terminate the contract after one year by giving at least 60 days prior notice of such termination in writing.

The Company reserves the right to terminate the Customer's contract under this Rider at any time upon written notice to the Customer in the event that the Customer violates any of the terms or conditions of this Rider, or operates the renewable generation system and equipment in a manner which is detrimental to the Company or any of its customers. In the event of early termination of a contract under this Rider, the Customer will be required to pay the Company for the costs due to such early termination, in accordance with the Company's Service Regulations.

Exhibit 6

Duke Energy Carolinas, LLC

Electricity No. 4
North Carolina Fourteenth (Proposed) Revised Leaf No. 90
Superseding North Carolina Thirteenth Revised Leaf No. 90

SCHEDULE PP (NC) PURCHASED POWER

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 Seller or affiliate or partner of a Seller, 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 one (1) megawatt.¹

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 Seller'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 Eligible Qualifying Facilities have the option to sell energy to the Company on an "as available" basis and receive energy credits only calculated for the delivered energy at hourly rates reflecting the marginal cost of producing energy ("As-Available Rates"). The Fixed Long Term Rates on this schedule are available only to Sellers with Eligible Qualifying Facilities that establish a Legally Enforceable Obligation on or before the filing date of proposed rates in the next biennial avoided cost proceeding, as further addressed in the RATE UPDATES section of this Schedule, provided the 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 194, but may be extended beyond 30 months if construction is nearly complete and the Seller demonstrates that it is making a good faith effort to complete its project in a timely manner. Notwithstanding the foregoing, eligible Sellers establishing a Legally Enforceable Obligation on or before November 15, 2016, and seeking payment under rates approved in Docket No. E-100, Sub 140, shall continue to be eligible for such rates, even if they failed to commence delivering power to the utility on or before September 10, 2018, pursuant to Section 1.(c) of Session Law 2017-192, unless the Seller's nameplate capacity along with the combined nameplate capacity of generation facilities connected or with priority rights under the North Carolina Interconnection Procedures to be connected ahead of Seller to the same general distribution substation transformer exceeds the nameplate capacity of the transformer. If extended, as provided for in Session Law 2017-192, the contract term available to eligible E-100, Sub 140 Sellers shall commence on September 10, 2018 and expire no later than 15 years from that date.

An Eligible Qualifying Facility shall also have the option to sell power to the Company at Two-Year Fixed Rates over the terms of their Purchase Power Agreement with the Company. Eligible Qualifying Facilities committing to sell and deliver power at Two-Year Fixed Rates under a Purchase Power Agreement executed on or after November 1, 2023, are required to commit to at least a two year term, and such Two-Year Fixed Rates would be subject to change as of the date of the initial filing in the next avoided cost proceeding and each avoided cost proceeding thereafter.

Eligible Qualifying Facilities not qualifying for the Fixed Long-Term Rates remain eligible for the Fixed Long Term 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.

¹ Once Purchase Power Agreements are executed with Sellers having a Legally Enforceable Obligation after November 16, 2016 for an aggregate generation capacity of 100 megawatts (MWs), Monthly Rates will only be available thereafter to Sellers establishing a Legally Enforceable Obligation after November 16, 2016 with a Contract Capacity of 100 kW or less.

SCHEDULE PP (NC)
PURCHASED POWERQUALIFYING 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 one (1) megawatt or less, based on the nameplate rating of the generator(s), 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. Pursuant to N.C.G.S. § 62-156(b)(3), certain Sellers eligible for this tariff may be eligible for a different avoided capacity credit and rate: (i) certain hydroelectric small power producers with a Contract Capacity of up to one (1) MW and a purchase power agreement in effect as of July 27, 2017, which commit to sell and deliver energy and capacity for a fixed contract term prior to terminating the existing purchase power agreement, as set forth in N.C.G.S. § 62-156(b)(3); or (ii) swine waste and poultry waste fueled small power producers if Seller sells the output of its facility, including renewable energy credits, to Company for Company to comply with its Renewable Energy and Energy Efficiency Portfolio Standard ("REPS") requirements set forth in N.C.G.S. § 62-133.8(e) and (f).

Eligible Qualifying Facilities receiving Capacity Credits under this Schedule shall also receive corresponding Energy Credits of like term, as set forth in the "Rate" section of this Schedule.

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; 120/208, 240/480 or other available single-phase voltages at the Company's option, or

3-phase, 208Y/120, 460Y/265, 480Y/277 volts, or

3-phase, 3-wire, 240, 480, 575 or 2300 volts, or

3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts, or

3-phase voltages other than those listed above may be available at the Company's option if the size of the Seller's contract warrants a substation solely to serve that Seller, and if the Seller furnishes 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, or at the Company's as available rates, which are As-Available Rates that vary hourly. Payments shall be reduced by both the Administrative Charge and any applicable Interconnection Facilities Charge.

Energy and Capacity Credits

Eligible Qualifying Facilities for Company's Fixed Long-Term and/or Two-Year Fixed 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 Power Agreement. The Capacity Credit is determined based upon the Seller's generation resource.

An Eligible Qualifying Facility compensated pursuant to as-available rates shall be paid based upon the Eligible Qualifying Facility's interconnection with Company's distribution or transmission system for all energy delivered to Company's system as

**SCHEDULE PP (NC)
 PURCHASED POWER**

registered or computed from Company's metering facilities. The Eligible Qualifying Facility may also be required to provide a scheduling notification to the Company for as-available energy delivered. The Energy Credits for such Facilities are based on the As-Available Rates. No Capacity Credit is provided to Eligible Qualifying Facilities on as-available rates.

Administrative Charge: \$19.91 per month for Eligible Qualifying Facilities with capacity greater than 15 kilowatts (AC).

\$3.00 per month for Eligible Qualifying Facilities with capacity of 15 kilowatts (AC) or less.

Interconnection Facilities Charge:

The Interconnection Charge for each Seller 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.

	<u>Interconnected to Distribution</u>		<u>Interconnected to Transmission</u>	
	<u>Two-Year Fixed Rate</u>	<u>Fixed Long-Term Rate (10 years)</u>	<u>Two Year Fixed Rate</u>	<u>Fixed Long-Term Rate (10 years)</u>
<u>Energy Credits (¢/kWh)²:</u>				
<u>Credits Applicable to All but Uncontrolled Solar Generation³</u>				
On-peak kWh:				
a. Summer	4.38	4.79	4.23	4.63
b. Winter				
1. Morning Hours	4.68	5.71	4.55	5.55
2. Evening Hours	4.89	6.28	4.76	6.11
c. Premium Peak				
1. Summer	5.21	5.80	5.02	5.58
2. Winter	6.17	7.42	5.97	7.18
d. Shoulder	4.02	4.52	3.94	4.43
Off-peak kWh:				
a. Summer	3.68	4.00	3.60	3.91
b. Winter	4.06	4.92	3.97	4.82
c. Shoulder	3.27	3.60	3.22	3.55
<u>Credits Applicable to Uncontrolled Solar Generation⁴ Only</u>				
On-peak kWh:				
a. Summer	4.27	4.68	4.12	4.52
b. Winter				
1. Morning Hours	4.57	5.60	4.44	5.44
2. Evening Hours	4.78	6.17	4.65	6.00
c. Premium Peak				
1. Summer	5.10	5.69	4.91	5.47
2. Winter	6.06	7.31	5.86	7.07
d. Shoulder	3.91	4.41	3.83	4.32
Off-peak kWh:				
a. Summer	3.57	3.89	3.49	3.80
b. Winter	3.95	4.81	3.86	4.71
c. Shoulder	3.16	3.49	3.11	3.44

SCHEDULE PP (NC)
 PURCHASED POWER

Capacity Credits (¢/kWh)⁵:

Credits Applicable to All but: (i) Swine or Poultry Waste Generation for which a Need is Established Pursuant to N.C.G.S. § 62-133.8(e) and (f); and (ii) Certain Hydroelectric Generation under N.C.G.S. 62-156(b)(3)⁶

On-peak kWh:

Winter	10.33	19.05	10.03	18.50
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Credits Applicable to Swine or Poultry Waste Generation for Which a Need is Established Pursuant to N.C.G.S. § 62-133.8(e) and (f) and to Certain Hydroelectric Generation under N.C.G.S. 62-156(b)(3)⁶

On-peak kWh:

Winter	21.28	21.85	20.67	21.23
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² For Energy Credit purposes, Summer months are defined as calendar months June through September, Winter months are defined as calendar months December through February, and Shoulder months are defined as March through May and October through November. Summer on-peak hours shall be Monday through Friday from 12:00 p.m. noon to 5:00 p.m. and 9:00 p.m. to 11:00 p.m. Winter on-peak hours shall be Monday through Friday with morning hours from 5:00 a.m. to 6:00 a.m. and 9:00 a.m. to 10:00 a.m., plus evening hours from 5:00 p.m. to 11:00 p.m. Shoulder on-peak hours shall be Monday through Friday with morning hours from 6:00 a.m. to 10:00 a.m. plus evening hours from 4:00 p.m. to 11:00 p.m. Summer premium peak hours shall be Monday through Friday from 5:00 p.m. to 9:00 p.m. Winter premium peak hours shall be Monday through Friday from 6:00 a.m. to 9:00 a.m. There are no premium peak hours for Shoulder months. All other hours, plus the following holidays, shall be off-peak: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day. When a holiday falls on a Saturday, the Friday before the holiday will be considered off-peak; when the holiday falls on a Sunday, the following Monday will be considered off-peak.

³ Includes “controlled solar generation” defined as solar generation where the Qualifying Facility demonstrates that its facility is capable of operating, and contractually agrees to operate, in a manner that reduces its average daylight volatility to 6% or less of its average daylight power output. Controlled solar generation must be served under a negotiated Purchase Power Agreement that describes provisions for operating the technology used to reduce average daylight volatility.

⁴ “Uncontrolled Solar Generation” is defined as solar generation where the Qualifying Facility does not demonstrate that its facility is capable of operating, or does not contractually agree to operate, in a manner that reduces its average daylight volatility to 6% or less of its average daylight power output. Eligible Qualifying Facilities with controlled solar generation shall be governed under a negotiated Purchase Power Agreement between Seller and Company, which shall be based on Company’s standard Purchase Power Agreement and Terms and Conditions for the Purchase of Electric Power with additional terms added to address requirements for operating the technology used to reduce average daylight volatility.

⁵ Capacity Credit shall only be applicable to Winter months defined as calendar months of December through February. The on-peak hours shall be all Winter days from 5:00 a.m. to 10:00 a.m. Capacity credits are not applicable in all other months.

⁶ For hydroelectric generation where the Qualifying Facility renews a Purchased Power Agreement that was in effect as of July 27, 2017, under N.C.G.S. § 62-156(b)(3).

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PURCHASED POWER

AS-AVAILABLE RATES The As-Available Rates² vary by hour, are denominated in cents/kWh, and are calculated by the Company for each hour of a calendar month at the end of such month. The As-Available Rates will reflect the joint dispatch of system resources by the Company and Duke Energy Progress, LLC. Such dispatch is based on the following factors, among others:

- incremental variable production cost, including fuel, variable operating and maintenance expenses, emission allowances, and reagents;
- replacement cost of supply resources, including power plants; and
- start-up costs.

Based on the dispatch outcomes that occurred during a calendar month, the As-Available Rates will be calculated for each hour in that month using the incremental cost of production of the next megawatt-hour. The calculations are processed using the PCI Post-Analysis module, a commercially available production cost model used to analyze and assign generation and purchased power costs to load. The As-Available Rates for Uncontrolled Solar Generation will incorporate the same reduction, in cents/kWh, that applies to Uncontrolled Solar Generation receiving the Fixed Long-Term Rates or the Two-Year Fixed Rates.

Eligible Qualifying Facilities compensated through As-Available Rates may request and obtain hourly marginal prices applicable to the Eligible Qualifying Facility's periods of delivery upon execution of and ongoing compliance with a non-disclosure agreement with the Company.

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.

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 Seller'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 calculated on a monthly basis as the average kWh divided the average kVAh, where average kVAh shall be the square 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.

² QFs that receive the Variable Rate pursuant to prior approved versions of the Schedule PP will be subject to the As-Available Rate.

SCHEDULE PP (NC)
PURCHASED POWERRATE UPDATES

The Two-Year Fixed Rates, Fixed Long-Term Rates, Credits and Administrative Charge under this Schedule will be updated by the Company in November 1, 2025, or as otherwise directed by the North Carolina Utilities Commission, and every two years thereafter. Sellers who have contracted for the Fixed Long-Term Energy and Capacity 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 Two-Year Fixed Capacity Rate provisions of this schedule, such capacity 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 Two-Year Fixed, Fixed Long-Term, or As-Available Rates selected by Seller and set forth 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 Two-Year Fixed Rates, As-Available Rates, other types of charges, and all non-rate provisions. For Purchase Power Agreements executed pursuant to the Fixed Long Term rates approved in Docket No. E-100, Sub 167 or its predecessors, any change to the schedule shall not apply to the Fixed Long Term Energy and Capacity Rates during the Contract Period.

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 twenty-fifth 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.

Renewable Energy Program Available to North Carolina Large Business Customers

The original Green Source Advantage (GSA) Program was established as a renewable energy procurement program established by the North Carolina General Assembly in 2017 and updated in 2021 and 2022. The GSA Choice Program provides the opportunity to support renewable energy development in Carolinas and helps Duke Energy facilitate customer-directed renewable energy procurement for large industrial & commercial customers. The GSA Choice Program is comprised of both a renewable energy offering and an energy storage offering.

The GSA Choice program offers customers the flexibility of selecting and negotiating all price terms directly with a renewable supplier, including the purchase of Clean Energy Environmental Attributes (CEEAs) generated by that renewable facility. The customer and developer can also agree on the contract length that is right for them up to 25 years.

Renewable energy facilities will qualify as eligible GSA-Choice PPA facilities if they have signed a DISIS Agreement and met all security and Readiness Milestone 1 requirements to participate in the DISIS Phase 1 study process. An accepted GSA Choice Program term sheet may be used for M2 readiness for Phase 2 of the DISIS.

For a facility to qualify for the Resource Acceleration Option (RAO) offering, the facility must have submitted an eligible, conforming, non-winning bid in the most recent RFP (and participated in Step 2 of the RFP) or as otherwise designated by the Company.

Current Program Capacity Available

The 5000MWs made available under the GSA Choice program will be comprised of 1800 MWs from PPAs, 2200 MWs from utility owned assets, and 1000 MWs from the Resource Acceleration Option (RAO).

There are currently 250MWs of capacity available for the 3rd party GSA Facility PPA option and 300MWs of capacity available for the Resource Acceleration Option (RAO).

Program participants may request capacity up to 100% of their annual energy usage.

Capacity reservations are accepted on a first-come, first-served basis subject to program requirements approved by the North Carolina Utilities Commission.

What is a REC?

Eligibility & Application Process

Current Program Capacity
Methodology

Participation Costs

Bill Credit

What is a Clean Energy Environmental Attribute (CEEA)?

Clean Energy Environmental Attributes (“CEEAs”) are the carbon emission reduction attributes and Renewable Energy Certificates (“RECs”), as defined in N.C. Gen. Stat. § 62-133.8(a)(6), associated with the renewable energy facility generation.

A renewable energy certificate (REC) is used to track renewable energy from the point of generation to a purchaser of green power. RECs represent the environmental attributes of 1 megawatt-hour (MWh) of electricity generated from a renewable energy source (e.g., solar, wind, biomass, low-impact hydro).

RECs legally convey the attributes of renewable energy electricity. The owner of the RECs has exclusive rights to those attributes and can make unique claims associated with the renewable electricity that generated the RECs. Claims to the attributes of the electricity from a REC can only be made by one party, the owner of the REC. To safeguard this exclusivity, RECs are tracked in one of 10 electronic tracking systems across Canada and the United States. RECs generated as part of our GSA will be tracked in the North Carolina Renewable Energy Tracking System (NC-RETS).

RECs generated from the GSA-Choice facility will be transferred directly from the renewable supplier to a tracking account designated by the GSA customer. We will not be responsible for procuring, delivering, or transferring RECs to the GSA customer, unless Duke Energy is the owner of the generating facility.