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September 3, 2013

FILED

SEP 04 2013

Clerk's Office
N.C. Utilities Commission

VIA COURIER

Mrs. Gail L. Mount, Chief Clerk
North Carolina Utilities Commission
Dobbs Building
430 North Salisbury Street
Raleigh, North Carolina 27603-5918

Re: Docket No. E-22, Sub 501

Dear Mrs. Mount:

On behalf of Virginia Electric and Power Company, d/b/a Dominion North Carolina Power ("DNCP" or the "Company"), enclosed for filing with the North Carolina Utilities Commission are one original and fifteen (15) copies of the Respondent Dominion North Carolina Power's Answer to Complaint and Petition for Arbitration.

One additional copy is enclosed to be file-stamped and returned with our courier. Thank you for your assistance in this matter. Please do not hesitate to contact me if you have any questions.

Very truly yours,



Andrea R. Kells

ARK:kjg

Enclosures

(2)
Watson
Green
Duffy
Kendall
Electric

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**STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH**

FILED

SEP 04 2013

Clerk's Office
N.C. Utilities Commission

DOCKET NO. E-22, SUB 501

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of)	
SunEnergy1, LLC,)	
Complainant)	RESPONDENT DOMINION
)	NORTH CAROLINA POWER'S
v.)	ANSWER TO COMPLAINT AND
)	PETITION FOR ARBITRATION
Virginia Electric and Power Company, d/b/a)	
Dominion North Carolina Power,)	
Respondent)	

NOW COMES respondent Virginia Electric and Power Company, d/b/a Dominion North Carolina Power ("DNCP" or the "Company"), by counsel, pursuant to Commission Rule R1-9, and answers the Complaint and Petition for Arbitration ("Complaint") filed by SunEnergy1, LLC ("SunEnergy1") in the above captioned docket.

By order dated August 15, 2013, the Commission directed DNCP to "either satisfy the demands of SunEnergy1 and so advise the Commission or file a response to SunEnergy1's Complaint and Petition for Arbitration on or before September 3, 2013." Order Requiring Response at 2, Docket No. E-22, Sub 501 (Aug. 15, 2013). In compliance with the Commission's order, DNCP hereby files its Answer to Complaint and Petition for Arbitration.

SUMMARY OF ANSWER

The Company has and will continue to engage in free, open and good faith negotiations with SunEnergy1 concerning a power purchase agreement ("PPA") that is

consistent with the requirements of the Public Utility Regulatory Policies Act of 1978 (“PURPA”) and the Commission’s orders and policies implementing PURPA.

SunEnergy1 wishes to sell the output of its proposed 20 MW (AC) solar photovoltaic generating facility, to be located in Scotland Neck, Halifax County (the “Facility”), to DNCP pursuant to a legally enforceable obligation (“LEO”) over a 15-year term. Consistent with its obligations under PURPA and the Commission’s policy and precedent implementing PURPA, DNCP has been and remains willing to enter into such a 15-year PPA with SunEnergy1.

The disagreement between the parties concerns the avoided cost energy and capacity rates under the PPA. SunEnergy1 demands a PPA with the avoided cost energy and capacity rates contained in the Company’s Schedule 19-FP filed with the Commission in the current biennial avoided cost proceeding, Docket No. E-100, Sub 136. As SunEnergy1’s demand is inconsistent both with PURPA and with this Commission’s orders and policies implementing PURPA, DNCP is not obligated to satisfy SunEnergy1’s demand.

Under PURPA and this Commission’s precedent, SunEnergy1 is entitled to a PPA with avoided cost rates calculated as of the date of its LEO and based upon forecasts using data at the time the LEO is established. An LEO arises when (1) a QF makes clear that it wants to sell a generating facility’s output to a utility pursuant to PURPA, and (2) the QF has received a certificate of public convenience and necessity (“CPCN”) for the construction of the facility. *See In the Matter of Economic Power & Steam Generation, LLC v. Virginia Electric and Power Company*, Order on Arbitration at 8-9, Docket No. SP-467, Sub 1 (June 18, 2010) (“EPS”).

The LEO for SunEnergy1's proposed facility arose on July 30, 2013, when the Commission issued SunEnergy1 a CPCN for the Facility. In turn, DNCP has calculated and provided to SunEnergy1 avoided cost rates for purchases from the Facility, which rates are based upon forecasts using data available as of July 30, 2013. DNCP has offered to enter into a PPA containing those rates and remains willing to enter into such a PPA.

ANSWER TO COMPLAINT AND PETITION

1. The Company's proposed Schedule 19-FP, Power Purchased from Cogeneration and Small Power Production Qualifying Facilities ("Schedule 19-FP"), was filed with the Commission on November 5, 2012. *In the Matter of Biennial Determination of Avoided Cost Rates for Electric Utility Purchases from Qualifying Facilities – 2012*, Comments, Exhibits and Avoided Cost Schedules of Dominion North Carolina Power, Docket No. E-100, Sub 136 (Nov. 5, 2012) (the "2012 Biennial Proceeding").

2. Schedule 19-FP is available to any Qualifying Facility ("QF") that desires to deliver all of its net electrical output to the Company and that meets the other eligibility requirements of Schedule 19-FP. *See* Schedule 19-FP, Section I. Under Schedule 19-FP, long-term levelized capacity and energy payments are available only to (a) hydroelectric QFs owned or operated by small power producers as defined in G.S. 62-3(279a) contracting to sell five MW or less of capacity, and (b) non-hydroelectric QFs fueled by trash, or methane derived from landfills, hog waste, poultry waste, solar, wind, and non-animal forms of biomass contracting to sell five MW or less capacity. *See* Schedule 19-FP, Section I.A. A QF that meets the foregoing requirements is eligible for

a contract with a term of 5, 10 or 15 years, at the QF's option.¹ *See id.* Long-term levelized capacity and energy payments under Schedule 19-FP are also available to QFs not defined under Section I.A of Schedule 19-FP that contract to sell three MW or less of capacity. The maximum contract term for these QFs is 5 years. *See* Schedule 19-FP, Section I.B.

3. For a QF that is not eligible for Schedule 19-FP, DNCP is obligated to offer “the option of contracts and rates derived by free and open negotiations” *In the Matter of Biennial Determination of Avoided Cost Rates Biennial Order, Order Establishing Standard Rates and Contract Terms for Qualifying Facilities at 11, Docket No. E-100, Sub 127 (July 27, 2011) (the “2011 Biennial Order”).* The QF also has the right to sell its energy on an as available basis at variable rates approved by the Commission in the biennial proceedings, or through participation in a Commission-approved utility competitive bidding process. *Id.* SunEnergy1 has not expressed interest in as-available rates, and the Company does not currently have a Commission recognized active solicitation for obtaining capacity.

4. Because the Facility is larger than 5 MW, SunEnergy1 is not entitled either to a Schedule 19-FP contract for the Facility or to the avoided cost rates contained in Schedule 19-FP. *See 2011 Biennial Order at 5* (requiring DNCP to offer standard rates to non-hydroelectric QFs contracting to sell 5 MW or less capacity); *see also, e.g., EP&S at 2* (“EP&S is not eligible for the standard rate options because of the size of its QF”).

¹ For example, DNCP and SunEnergy1 affiliate Plymouth Solar, LLC (“Plymouth Solar”) have entered into a 15-year Schedule 19-FP contract for Plymouth Solar’s 5 MW generating facility. The original contract, between the parties, executed on May 23, 2012, was a Schedule 19-DRR contract for a 2.4 MW facility. Subsequently, Plymouth Solar increased the size of its facility to 5 MW and in conjunction with the increase, DNCP and Plymouth Solar entered into a Schedule 19-FP contract which replaced the Schedule 19-DRR contract.

5. In November 2012, the Company began discussions with representatives of SunEnergy1 about PPAs for a number of SunEnergy1's or its affiliates' proposed generating facilities.

6. SunEnergy1 asserts that it desires to sell the output of the Facility pursuant to an LEO for a term of 15 years. *See* Complaint at paragraphs 4 and 9.

7. An LEO is the right given to a QF to:

provide energy or capacity pursuant to a legally enforceable obligation for the delivery of energy or capacity over a specified term, in which case the rates for such purchases shall, at the option of the qualifying facility exercised prior to the beginning of the specified term, be based on either:

- (i) The avoided costs calculated at the time of delivery; or
- (ii) The avoided costs **calculated at the time the obligation is incurred.**

18 C.F.R. § 292.304(d) (2013) (emphasis added).

8. As stated above, the Commission has held that an LEO is incurred when (1) the QF makes clear to the purchasing utility that it wants to sell its output to the utility, and (2) the QF has a CPCN for its facility in hand. *See EPS* at 8-9. Once an LEO is established, a QF that has established an LEO is entitled to sell its output to the utility at fixed rates based on avoided costs calculated at the time of the LEO and using data available as of the time the LEO is incurred. *See id.* at 7.

9. The Federal Energy Regulatory Commission's ("FERC") regulations implementing PURPA require an electric utility to purchase energy and capacity made available from a QF in accordance with 18 C.F.R. § 292.304. *See* 18 C.F.R. § 292.303(a) (2013). Section 304 provides that rates for purchases from QFs shall be (i) just and reasonable to the electric consumer of the electric utility and in the public interest, and (ii) not discriminate against qualifying cogeneration and small power production

facilities, and also provides that nothing requires an electric utility to pay more than the avoided cost for purchases. *See* 18 C.F.R. § 292.304(a) (2013).

10. The avoided cost rates proposed by DNCP, calculated using data available as of SunEnergy1's LEO, are consistent with DNCP's obligation under PURPA to purchase the Facility's output at avoided costs "calculated at the time the obligation is incurred" in accordance with 18 C.F.R. § 292.304(d). Use of avoided cost rates calculated with the data available in November 2012, eight months prior to the date of SunEnergy1's LEO, is inconsistent with Section 292.304(d) and would result in payments to SunEnergy1 well in excess of the Company's current avoided costs.

11. Since November 2012, DNCP and SunEnergy1 have exchanged numerous emails, and engaged in numerous meetings and phone calls, regarding myriad generating facilities proposed by SunEnergy1. DNCP believes that the first discussion concerning a PPA specific to the Facility occurred in May 2013. At no time did DNCP tell SunEnergy1 that the rates for a PPA for the Facility, or any other similarly sized facility, would be the rates in Schedule 19-FP. Throughout its communications with SunEnergy1, the Company believes it made clear to SunEnergy1 that the avoided cost rates under a PPA for the Facility, and any other analogous above-5 MW facility, would depend on the date of the CPCN for the Facility. If, for example, SunEnergy1 had had a CPCN for the Facility in November 2012, the avoided cost rates for a PPA for the Facility would have been calculated based on data available as of November 2012.

12. On March 20, 2013, SunEnergy1 filed an application for CPCN for the Facility. *See* Complaint at paragraph 1.

13. On March 25, 2013, the Commission issued an Order Requiring Publication of Notice of the CPCN application. The Commission's March 25, 2013 order noted that "[t]he Commission cannot take any action until after the Applicant has filed both the affidavit of publication and the certificate of service." Order Requiring Publication of Notice at 2, Docket No. SP-751, Sub 8. On May 9, 2013, SunEnergy1 filed its initial affidavit of publication of its CPCN Application with the Commission. On July 2, 2013, SunEnergy1 filed another affidavit of publication and notice of its CPCN application.

14. On July 30, 2013, the Commission issued a CPCN for the Facility, *see* Order Issuing Certificate, Docket No. SP-751, Sub 8, thus establishing the LEO date for calculation of avoided costs for the PPA for the Facility.

15. On July 2, 2013, in anticipation of the Commission's likely issuance of a CPCN for the Facility in the near future, the Company sent SunEnergy1 the avoided cost energy and capacity rates for a PPA for the Facility. The avoided cost rates were calculated using the best available data at the time the LEO was expected to be established, which in this instance were data prepared in connection with the Company's 2013 Integrated Resource Plan ("IRP"), which the Company filed on August 30, 2013.²

ANSWER TO SPECIFIC ALLEGATIONS

16. The factual statements and admissions and denials set forth above in paragraphs 1 through 15 are incorporated and reasserted in this Answer as if fully set forth below.

² The avoided cost estimates used to calculate Schedule 19-FP avoided cost rates as proposed in the 2012 Biennial Proceeding were developed using data contained in the Company's August 2012 IRP.

Complaint Allegations as to Parties

17. The Company is without sufficient knowledge to admit or deny the allegation in paragraph 1 of the parties section of the Complaint.

18. The Company admits the allegations in paragraph 2 of the parties section of the Complaint, except that the Company's principal office is located at 120 Tredegar Street, Richmond, Virginia 23219.

19. Upon information and belief, the Company admits the contact information for SunEnergy1 contained in paragraph 3 of the parties section of the Complaint.

Complaint Allegations as to Facts

20. Upon information and belief, the Company admits the allegations in the first paragraph of the fact section of the Complaint.

21. Upon information and belief in the form of Exhibit 1 to the Complaint, the Company admits the allegations in the paragraph 2 of the fact section of the Complaint.

22. The Company admits the allegations in paragraph 3 of the fact section of the Complaint with respect to the Commission's issuance of a CPCN for the Facility on July 30, 2013.

23. Based on information and belief, the Company denies the allegation in paragraph 4 of the fact section of the Complaint that SunEnergy1 initiated discussions with DNCP during the third quarter of 2012 regarding a PPA for output of the Facility. As stated above at paragraphs 5 and 11, in November 2012, the Company began discussions with representatives of SunEnergy1 about PPAs for a number of SunEnergy1's or its affiliates' proposed generating facilities, and in May 2013, the Company and SunEnergy1 began discussions pertaining to a PPA specific to the Facility.

For the foregoing reasons, based upon information and belief, the Company denies SunEnergy1's allegation that "at that time [i.e., the third quarter of 2012]," SunEnergy1 "made clear its intention to sell all of its output to [DNCP] pursuant to a legally enforceable obligation over a specified term." The Company does not, however, deny that SunEnergy1 does intend to sell all of the output of the Facility to DNCP pursuant to an LEO over a specified term.

24. With respect to the allegations in paragraph 5 of the fact section of the Complaint:

a. The Company denies the allegation in the first sentence of paragraph 5 of the fact section of the Complaint that the Company and SunEnergy1 have "engaged in negotiations regarding the applicable rate schedule for the Facility" to the extent it implies that there is such a rate schedule. The Company has no rate schedule in North Carolina applicable to a QF facility in excess of 5 MW.

b. The Company denies the allegation in the second sentence of paragraph 5 of the fact section of the Complaint.

c. The Company denies the allegation in the third sentence of paragraph 5 of the fact section of the Complaint that negotiations have been protracted. As discussed above, negotiations regarding a PPA specific to the Facility did not begin until May 2013 and, by the time SunEnergy1 received a CPCN for the Facility on July 30, 2013, the Company had provided SunEnergy1 with avoided cost rates applicable to a PPA for a Facility with an LEO of July 30, 2013.

d. The Company has insufficient information to admit or deny the statements in the third sentence of paragraph 5 of the fact section of the Complaint with

respect to the level of financial investment SunEnergy1 has made with respect to the Facility beyond the \$1,000 fee for the interconnection request for the Facility that SunEnergy1 made to DNCP.

e. The Company denies the allegation in the third sentence of paragraph 5 of the fact section of the Complaint that any financial investment made by SunEnergy1 was based on “the position taken by Respondent as to the applicable rates” to the extent this suggests that DNCP informed SunEnergy1 that Schedule 19-FP rates would apply to the Facility.

25. DNCP denies the allegation in the first sentence of paragraph 6 of the fact section of the Complaint that DNCP initially took the position that the rates proposed in Schedule 19-FP were applicable to the Facility and that those rates were “recalculated” for application to the Facility. DNCP admits that the avoided cost rates submitted to SunEnergy1 in July 2013 are lower than the rates contained in Schedule 19-FP. As the rates submitted to SunEnergy1 in July 2013 accurately reflect DNCP’s avoided costs as of the LEO for the Facility, DNCP denies the allegation in the last sentence of paragraph 6 that the “recalculated” rates “understate DNCP’s full avoided costs.”

26. DNCP admits the allegation in paragraph 7 of the fact section of the Complaint that the Company did not provide the formal written notice to SunEnergy1 required by the Commission’s August 17, 1983 order in Docket No. E-100, Sub 41. However, during the course of the discussions with SunEnergy1 with respect to the Facility and SunEnergy1’s other proposed generating facilities, DNCP did inform SunEnergy1 that a CPCN was required before a PPA could be signed. Further, as discussed below, the Company submits that formal written notice of the necessity for

SunEnergy1 to obtain a CPCN was not necessary as SunEnergy1 was fully aware of the CPCN requirements discussed in Docket No. E-100, Sub 41.

27. North Carolina Code Section 62-110.1(a) provides that “no public utility or other person shall begin the construction of any . . . facility for the generation of electricity . . . without first obtaining from the Commission a certificate the public convenience and necessity requires, or will require, such construction.”

28. In 1983, in Docket No. E-100, Sub 41, the Commission, to ensure that potential QFs were aware of this CPCN requirement, directed regulated electric utilities to provide “written notification of the certification requirements of G.S. 62-110.1 to each potential [QF] which contacts the Company regarding the sale of electricity to the utility.” Order Requiring Electric Utilities to Notify Potential Cogenerators and Small Power Producers of G. S. 62-110.1 Concerning Certificate of Public Convenience and Necessity to Construct Electric Generating Facilities at 1, Docket E-100, Sub 41 (August 17, 1983) (the “CPCN Notification Order”). The CPCN Notification Order also directed regulated utilities to “institute internal procedures designed to ensure that a potential [QF] has in fact applied for and been granted a [CPCN] . . . prior to such time as the company enters into a contract to purchase electric power from such facility.” *Id.* at 2.

29. As noted above, the Company did not provide the formal written notice required by the Commission’s order in Docket No. E-100, Sub. 41. However, the Company did inform SunEnergy1 that a CPCN was required and that the Company would not enter into a PPA with SunEnergy1 until such CPCN was obtained. Further, it is clear that at the time of SunEnergy1’s discussions with DNCP in November 2012 and before, SunEnergy1 was fully aware that construction of a QF generating facility in North

Carolina required a CPCN. A cursory review of the Commission website indicates that SunEnergy1 or its affiliates have filed numerous CPCN applications with the Commission. *See, e.g.*, applications for a CPCN filed by SunEnergy1 in Docket Nos. SP-751, Subs 1, 2, 3, 4, 5 on November 29, 2012, and in Docket No. SP-751, Sub 6 on November 30, 2012, and application for a CPCN filed by SunEnergy1 affiliate Plymouth Solar in Docket No. SP-1568, Sub 0 on December 23, 2011.³

30. With regard to the allegations in paragraph 8 of the fact section of the Complaint:

a. The Company denies the implicit allegation in the first sentence of paragraph 8 of the fact section of the Complaint that the Company failed to negotiate in good faith.

b. The Company has insufficient information to admit or deny the allegations contained in clauses 1) and 2) of paragraph 8 of the fact section of the Complaint.

c. The Company denies the allegation with the respect to meetings “on a number of occasions” with SunEnergy1 in clause 3) of paragraph 8 of the fact section of the Complaint to the extent this allegation pertains to a PPA for this specific Facility. The Company admits this allegation to the extent it pertains to meetings between DNCP and SunEnergy1’s representative(s) with regard generally to various SunEnergy1 proposed facilities that have taken place since November 2012. The Company has insufficient information to admit or deny the level of meetings that may have taken place between Company interconnection personnel and SunEnergy1, because

³ The facility at issue in Docket No. SP-1568, Sub 0 is the 5-MW Plymouth Solar facility discussed above in footnote 1. Plymouth Solar received the CPCN for this facility on May 17, 2012, and the Company and Plymouth Solar entered into a PPA for the output of this facility shortly thereafter.

the Company personnel responsible for negotiating purchases from QFs and the Company personnel responsible for interconnection matters are functionally separate and prohibited by applicable FERC Standards of Conduct from exchanging non-public transmission-related information pertaining to the Facility.

d. Based on information and belief in the form of Exhibit 1 to the Complaint, the Company admits the allegation in clause 4) of paragraph 8 of the fact section of the Complaint.

e. The Company has insufficient information to admit or deny the allegations contained in clause 5) of paragraph 8 of the fact section of the Complaint.

f. The Company has insufficient information to admit or deny the allegations contained in clause 6) of paragraph 8 of the fact section of the Complaint.

g. The Company denies the allegation in the last sentence of paragraph 8 of the fact section of the Complaint to the extent that it implies that the Company represented that SunEnergy1 was entitled to a PPA with the avoided costs rates contained in Schedule 19-FP.

31. Based on information and belief, DNCP admits the allegation in paragraph 9 of the fact section of the Complaint. As discussed above in paragraphs, the Company has been and remains willing to enter into a 15-year PPA with avoided costs rates determined in accordance with the requirements of PURPA and this Commission's policy and precedent implementing PURPA.

32. The Company denies the allegation in paragraph 10 of the fact section of the Complaint that negotiations have been protracted. As discussed above, SunEnergy1 was not eligible for a PPA until July 30, 2013. The Company admits that SunEnergy1

has submitted this matter for arbitration by the Commission but denies that arbitration is required based on the responses provided herein.

33. With respect to paragraph 11 of the fact section of the Complaint:

a. DNCP denies that Schedule 19-FP rates are applicable to a PPA with SunEnergy1 for the Facility.

b. DNCP denies that the Commission's *Order on Availability of Rates* issued in Docket No. E-100, Sub 136 on May 14, 2013 entitles SunEnergy1 to a PPA with Schedule 19-FP rates. That order deals with the availability of Schedule 19-FP (and other standard rates) to QFs that are eligible for such rates (i.e., QFs of 5 MW or less).

c. DNCP denies that it represented to SunEnergy1 that it was entitled to a PPA using Schedule 19-FP avoided cost rates. Ordering DNCP to enter into such a PPA would result in the Company and its ratepayers paying SunEnergy1 rates well in excess of DNCP's avoided costs in violation of PURPA and would be inconsistent with this Commission's policies on the establishment of an LEO.

34. DNCP agrees with SunEnergy1's description of the issues to be decided contained in paragraph 12 of the fact section of the Complaint. DNCP's position is that, as to issue 1), the rates set forth in Schedule 19-FP, as proposed in the 2012 Biennial Proceeding, are *not* applicable and, as to issue 2), avoided cost rates provided by DNCP to SunEnergy1 in July 2013 reflect DNCP's full avoided costs as of the date of SunEnergy1's LEO.

35. With respect to the allegations in paragraph 13 of the fact section of the Complaint:

a. DNCP denies the allegations in paragraph 13 of the fact section of the Complaint to the extent they suggest that DNCP and SunEnergy1 have been engaged in negotiations for a PPA for this Facility for a prolonged period of time; discussions regarding a PPA for this specific Facility began in May 2013.

b. DNCP also denies these allegations to the extent that they suggest that the negotiations have been unreasonably delayed. As stated above, negotiations regarding a PPA specific to the Facility did not begin until May 2013 and, by the time SunEnergy1 received a CPCN for the Facility on July 30, 2013, the Company had provided SunEnergy1 with avoided cost rates applicable to a PPA for a Facility with an LEO of July 30, 2013.

c. The Company is without sufficient knowledge to admit or deny the allegation in paragraph 13 of the fact section of the Complaint that time is of the essence in developing the Facility. The Company, however, shares SunEnergy1's desire to resolve the parties' disagreement in an expeditious manner.

WHEREFORE, Dominion North Carolina Power respectfully requests that the Commission:

1. find that DNCP has negotiated openly and freely and in good faith with SunEnergy1 for a PPA for the Facility;
2. deny SunEnergy1's request for a 15-year PPA containing Schedule 19-FP rates;
3. find that SunEnergy1's LEO arose on July 30, 2013 and the avoided cost payments under a PPA for the Facility must be based on avoided costs calculated at the time of the LEO using data available as of July 30, 2013; and

4. order such other and further relief as the Commission deems, just equitable and proper.

Respectfully submitted,

DOMINION NORTH CAROLINA POWER

By: Andrea R. Kells

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Attorneys for Virginia Electric and Power Company

Dated: September 3, 2013

VERIFICATION

I, Robert J. Trexler, being duly sworn, deposes and says: that I have read the foregoing Response to Complaint and Petition for Arbitration and the same is true of my personal knowledge, except as to any matters and things therein stated upon information and belief, and as to those, I believe them to be true, and that I am authorized to sign this verification on behalf of Virginia Electric and Power Company, d/b/a Dominion North Carolina Power.

This 29th day of August, 2013



COMMONWEALTH OF VIRGINIA)
) to wit
City of Richmond)

The foregoing instrument was sworn to and acknowledged before me this 29th of August 2013.



Notary Public # 270003

My commission expires July 31, 2016

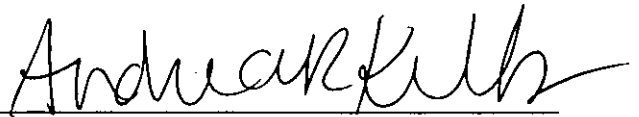


CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Respondent Dominion North Carolina Power's Answer to Complaint and Petition for Arbitration as submitted in Docket No. E-22, Sub 501 has been served electronically or via U.S. mail, first-class, postage prepaid, upon all parties of record as follows:

Charlotte Mitchell
Styers Kemerait & Mitchell
1101 Haynes Street Suite 101
Raleigh NC 27604
cmitchell@styerskemerait.com

This, the 3rd day of September, 2013.



Andrea R. Kells
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*Attorney for Virginia Electric and Power
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