



Dianne M. Triplett  
DEPUTY GENERAL COUNSEL

November 15, 2022

**VIA ELECTRONIC FILING**

Adam J. Teitzman, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: *Petition for Approval of Duke Energy, LLC's Clean Energy Impact Program, A  
New Renewable Energy Certificates (REC) Buying Program;  
Docket \_\_\_\_\_*

Dear Mr. Teitzman:

On behalf of Duke Energy Florida, LLC ("DEF"), please find enclosed for electronic filing:

- Petition for Approval of DEF's Clean Energy Impact Program, A New Renewable Energy Certificates (REC) Buying Program;
- Exhibit A - Legislative Format Tariffs (Twenty-Seventh Revised-6.100 and Original Sheets 6.420 and 6.421); and
- Exhibit B - Clean Format Tariffs (Twenty-Seventh Revised-6.100 and Original Sheets 6.420 and 6.421).

Thank you for your assistance in this matter. Should have any questions, please feel free to contact me at (727) 820-4692.

Sincerely,

*/s/ Dianne M. Triplett*

Dianne M. Triplett

Enclosures

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for approval of Duke Energy Florida, LLC’s new Clean Energy Impact Program

Docket No. \_\_\_\_\_

Filed: November 15, 2022

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**PETITION FOR APPROVAL OF DUKE ENERGY FLORIDA, LLC’S NEW CLEAN ENERGY IMPACT PROGRAM, A NEW RENEWABLE ENERGY CERTIFICATES (REC) BUYING PROGRAM**

Pursuant to Rules 25-9.004 and 28-106.201, Florida Administrative Code, Duke Energy Florida, LLC (“DEF” or “the Company”) hereby petitions this Commission for approval of DEF’s new optional Renewable Energy Certificates (RECs) program called Clean Energy Impact that provides customers the option to purchase renewable attributes from some of the Company’s renewable energy resource facilities. In support of this Petition, DEF states as follows:

**I. Background and Preliminary Information**

1. The Petitioner’s name and address are:

Duke Energy Florida, LLC  
299 1st Avenue North  
St. Petersburg, Florida 33701

2. Any pleading, motion, notice, order, or other document required to be served upon

DEF or filed by any party to this proceeding should be served upon the following individuals:

Dianne M. Triplett  
[Dianne.Triplett@duke-energy.com](mailto:Dianne.Triplett@duke-energy.com)  
Duke Energy Florida, LLC  
299 1<sup>st</sup> Avenue North  
St. Petersburg, Florida 33701  
(727) 820-4962  
(727) 820-5041 (fax)

Matthew R. Bernier  
[Matthew.Bernier@duke-energy.com](mailto:Matthew.Bernier@duke-energy.com)  
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Duke Energy Florida, LLC  
106 E. College Avenue, Ste. 800  
Tallahassee, Florida 32301  
(850) 521-1428  
(727) 820-5041 (fax)

Stephanie Cuello  
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Duke Energy Florida, LLC  
106 E. College Avenue, Ste. 800  
Tallahassee, Florida 32301  
(850) 521-1425  
(727) 820-5041 (fax)

3. DEF is the utility primarily affected by the request in this Petition. DEF is an investor-owned electric utility, regulated by the Commission, and is a wholly-owned subsidiary of Duke Energy Corporation. The Company's principal place of business is located at 299 1<sup>st</sup> Avenue North, St. Petersburg, Florida 33701. DEF serves approximately 1.9 million retail customers in Florida.

4. This Petition is being filed consistent with Rule 28-106.201, F.A.C. The agency affected is the Florida Public Service Commission, located at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399. This case does not involve reversal or modification of an agency decision or an agency's proposed action. Therefore, subparagraph (c) and portions of subparagraphs (b), (e), (f), and (g) of subsection (2) of that rule are not applicable to this Petition. In compliance with subparagraph (d), DEF states that it is not known at this time which, if any, of the issues of material fact set forth in the body of this Petition may be disputed by any others who may plan to participate in this proceeding.

## **II. Program Details**

5. DEF owns and operates a total of 13 solar facilities, for the benefit of its customers. These solar facilities are separate and apart from the solar facilities built under the Clean Energy

Connection (CEC) program<sup>1</sup>. The non-CEC solar facilities are generating various renewable attributes, including RECs, but those RECs are not currently being utilized or sold. In addition, in the future, DEF may add other renewable energy resources to its system, and those facilities may similarly generate renewable attributes. Selling these RECs to our customers will generate revenue for DEF's general body of customers, while also providing participating customers with a way to meet their sustainability goals and support local renewable energy.

6. The Program is voluntary and allows customers to select blocks of capacity from a DEF-owned renewable resource, on a first-come, first-served basis. Additional details are set forth in the tariff sheets, attached as Exhibits A (legislative) and B (clean) to this Petition, specifically Section No. VI, Original Sheet Nos. 6.420 – 6.421, and Section No. VI, Twenty-Seventh Revised Sheet No. 6.100.

7. Participating customers can cancel with thirty days' notice to the Company. The Company also reserves the right to terminate this Program at any time, with approval of the Commission. This option protects DEF's customers in case the administrative burden associated with the Program is too large considering the value that all customers receive. It also protects DEF's customers if there is a change in law such that it would be better for DEF's customers for DEF to retain the RECs.

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<sup>[1]</sup> The CEC program was approved in Docket Number 20200176-EI and is a voluntary subscription program whereby customers can pay a subscription fee in exchange for bill credits and RECs. The CEC program included ten 74.9 MW solar facilities. This Petition, with the new proposed Clean Energy Impact Program, does not involve the sale of any RECs from the CEC facilities.

8. For the reasons stated above, DEF requests approval of this new Program. It will provide customers an additional way to access renewable energy, with any revenue going to base rates which is expected to benefit all customers.

WHEREFORE, DEF respectfully requests the Commission approve this Petition and its Program, as reflected in Section No. VI, Original Sheet Nos. 6.420 – 6.421, and Section No. VI, Twenty-Seventh Revised Sheet No. 6.100 of DEF’s Retail Tariff Rate Schedule as set forth in Exhibits A and B attached hereto.

Respectfully submitted,

*/s/ Dianne M. Triplett*

**DIANNE M. TRIPLETT**

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**EXHIBIT A**

**Legislative Format Tariffs**

**(1 copy)**

Twenty-Seventh Revised Sheet No. 6.100

Original Sheet Nos. 6.420 – 6.421



INDEX OF RATE SCHEDULES		
FPSC UNIFORM RATE SCHEDULE DESIGNATION		BEGINS ON SHEET NO.
BA-1	Billing Adjustments	6.105
SC-1	Service Charges	6.110
RS-1	Residential Service	6.120
RSL-1	Residential - Load Management (Optional)	6.130
RSL-2	Residential - Load Management - Winter Only - (Optional)	6.135
RST-1	Residential Service (Optional Time of Use)	6.140
GS-1	General Service - Non-Demand	6.150
GST-1	General Service - Non-Demand (Optional Time of Use)	6.160
GS-2	General Service - Non-Demand (100% Load Factor Usage)	6.165
GSD-1	General Service - Demand	6.170
GSDT-1	General Service - Demand (Optional Time of Use)	6.180
GSLM-1	General Service - Load Management (Optional)	6.220
GSLM-2	General Service - Load Management - Standby Generation	6.225
CS-2	Curtailable General Service	6.235
CS-3	Curtailable General Service Fixed Curtailable Demand	6.2390
CST-2	Curtailable General Service (Optional Time of Use)	6.245
CST-3	Curtailable General Service (Optional Time of Use) Fixed Curtailable Demand	6.2490
IS-2	Interruptible General Service	6.255
IST-2	Interruptible General Service (Optional Time of Use)	6.265
LS-1	Lighting Service	6.280
SS-1	Firm Standby Service	6.310
SS-2	Interruptible Standby Service	6.315
SS-3	Curtailable Standby Service	6.320
TS-1	Temporary Service	6.330
CISR-1	Commercial/Industrial Service Rider	6.360
PPS-1	General Service – Premier Power Service Rider	6.370
ED-2	Economic Development Rider	6.382
FB-1	Optional – Fixed Bill Program	6.390
SOL-1	Shared Solar Rider – Experimental Pilot Program	6.395
NSMR-1	Optional - Non-Standard Meter Rider (AMI Opt-Out)	6.400
CEC-1	Clean Energy Connection Rider (Optional Solar Program)	6.405
FCF-1	Public Charging for Electric Vehicles	6.410
MEB-1	Optional – My Energy Bill+ Program	6.415
<u>CEI-1</u>	<u>Clean Energy Impact Program</u>	<u>6.420</u>

ISSUED BY: Thomas G. Foster, Vice President, Rates &amp; Regulatory Strategy - FL

EFFECTIVE:



**RATE SCHEDULE CEI-1**  
**CLEAN ENERGY IMPACT PROGRAM**

**Availability:**

This optional Clean Energy Impact Program (the "Program") provides customers the option to foster and promote the use of renewable energy through the purchase of renewable energy attributes from Duke Energy Florida (Company) owned Renewable Energy Resources. This Program is available on a voluntary first come, first served basis to residential and non-residential customers, receiving concurrent service from the Company who contract for a block(s) of Renewable Energy Certificates (RECs) generated from Renewable Energy Resources. The maximum number of customers served under this Program shall be determined by the maximum number of blocks of RECs available for purchase through the Program. This Program is not available for temporary service or for resale service. This Program shall remain open to eligible customers pursuant to the Program's terms and conditions.

**Applicable:**

This optional Program is offered in conjunction with the applicable rates, terms, and conditions under which the customer takes service from the Company.

Non-residential customers in Company's service territory may purchase RECs as a standalone product, separate from their standard electric service by entering into a Service Agreement (as described below).

A customer will not be eligible to enroll in the program if within the last 12 months, the customer has:

- 1) Defaulted on a payment arrangement;
- 2) Entered into a multi-month payment arrangement;
- 3) Had a payment that was not honored by a financial institution; or
- 4) Been disconnected for non-payment of electric service.

**Definitions:**

**Renewable Energy Resources:** For the purposes of this Program, Renewable Energy Resources shall include generation resources owned by the Company tied to the Company's grid which generate energy from renewable resources, such as solar photovoltaic (PV) facilities and wind facilities. The RECs purchased under the Program may be derived from any combination of different Renewable Energy Resources which fosters a blend of renewable energy.

**Renewable Energy Certificates:** RECs shall mean tradable units that represent the commodity formed by unbundling the environmental attributes of a unit of renewable or environmentally friendly energy from the underlying electricity. One REC would be equivalent to the environmental attributes of one MWH (1,000 kWh) of electricity from a renewable or environmentally friendly generation source.

**Block of Renewable Energy Certificate:** A block of RECs shall be sized at either 250 kWh or 1,000 kWh, as further defined under the Rate.

**Rate:**

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

The cost of RECs will be set annually beginning when Commission approval of the Program is received based on the current market rate on the tradeable market of applicable RECs plus an administrative fee not to exceed 20% of the REC price or a fixed amount based on volume amounts within the tariff to cover the cost of operating the Program. The administrative fee will be reviewed annually beginning 12 months from Program approval to evaluate if fees collected matched the administrative expenses. If they do not match, the administrative fee will be adjusted the following year. The Company may bill non-residential customers separately for REC purchases on a quarterly or annual basis; not on their Duke Energy bill.

The Rate shall apply to the customer's bill regardless of the customer's actual kilowatt-hour consumption.

**Special Provisions:**

1. The Company reserves the right to terminate this Program at any time.
2. Participants may be terminated from the Program by Company if the customer becomes delinquent on the Program.
3. RECs generated by the Renewable Energy Resources portfolio shall be retired by the Company on behalf of all residential participants on a yearly basis. Non-residential RECs will be retired in the customer's name. The retirement of RECs will be done in the North American Registry (NAR). RECs will not be retired until payment from the customer has been confirmed. The Company will provide documentation of the REC retirement upon request by the customer.

**(Continued on Page No. 2)**



**RATE SCHEDULE CEI-1  
CLEAN ENERGY IMPACT PROGRAM  
(Continued from Page No. 1)**

4. The Company will solely retain all claims related to its ownership, maintenance, facility procurement, and generation of the energy from DEF-owned Renewable Energy Resources, as well as the emissions, fuel, and all other impacts, benefits, reductions, displacements, and/or offsets occurring on the Company's system in connection with the generation, facility procurement, and use of the energy from Renewable Energy Resources to serve the Company's system or customers.
5. The Company will be the sole owner and retain the right to each of the following:
  - a. The right to make claims and report to any governmental authority or other party under any compliance, voluntary, trading, or reporting program, or for purposes of publicity, advertising, or otherwise that the Company purchased a Renewable Energy Resource or generated and delivered energy from its Renewable Energy Resources to serve its customers.
  - b. All claims and reporting rights concerning the Company's electrical and generation system, including without limitation, avoided generation, avoided purchases, avoided emissions or emission reductions, avoided fuel or fuel reductions on Company's system. As well as all claims concerning or relating to the Company's displacement of capacity or energy that would otherwise have been generated or purchased by the Company, including displacements relating to such displacements of capacity or energy.
6. RECs are available on a first come, first-served basis. The Company may, in its discretion, implement an annual random selection process system and/or a wait list if it determines that the demand for RECs exceeds the supply. RECs will be retired by the Company on behalf of program participants annually.
7. Residential customers shall elect to participate in the Program by completing the request at Company's electronic platform located at [www.duke-energy.com](http://www.duke-energy.com) or by verbally requesting participation to a Company representative. Upon request by the Customer, the Company shall prepare a service confirmation (the "Service Confirmation") that shall specify the number of blocks and price to be purchased monthly. The Service Confirmation shall be provided to customer for its acknowledgement, which may be provided electronically. The Service Confirmation shall remain in effect for the term stated therein and shall automatically renew unless the customer notifies the Company of their intent to be removed from the Program. The customer may terminate the Service Confirmation at any time by providing the Company not less than thirty (30) days' notice of its desire to cancel its participation in this rider.
8. Non-residential customers purchasing the stand-alone product must purchase a minimum of 1,000 RECs and will be required to enter into a service agreement (the "Service Agreement") which will be drafted by the Company. The stand-alone product will be offered on an annual basis, subject to availability. The Service Agreement shall be for a term of up to 5-years subject to credit approval and availability.

**EXHIBIT B**

**Clean Copy Format Tariffs**

**(1 Copy)**

Twenty-Seventh Revised Sheet No. 6.100

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ISSUED BY: Thomas G. Foster, Vice President, Rates & Regulatory Strategy - FL

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  - b. All claims and reporting rights concerning the Company's electrical and generation system, including without limitation, avoided generation, avoided purchases, avoided emissions or emission reductions, avoided fuel or fuel reductions on Company's system. As well as all claims concerning or relating to the Company's displacement of capacity or energy that would otherwise have been generated or purchased by the Company, including displacements relating to such displacements of capacity or energy.
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