BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for a limited proceeding to approve clean energy connection program and tariff and stipulation, by Duke Energy Florida, LLC.	DOCKET NO. 20200176-EI ORDER NO. PSC-2021-0059-S-EI ISSUED: January 26, 2021

The following Commissioners participated in the disposition of this matter:

GARY F. CLARK, Chairman
ART GRAHAM
JULIE I. BROWN
ANDREW GILES FAY
MIKE LA ROSA

APPEARANCES:

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<u>On behalf of Duke Energy Florida, LLC (Duke or Company)</u>.

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<u>On behalf of Office of Public Counsel (OPC)</u>.

BRADLEY MARSHALL AND JORDAN LUEBKEMANN, ESQUIRES, 111 S. Martin Luther King Jr. Blvd., Tallahassee, Florida 32301 and DOMINIQUE BURKHARDT, ESQUIRE, 4500 Biscayne Blvd., Ste. 201, Miami, Florida 33137
<u>On behalf of League of United Latin American Citizens of Florida, a/k/a LULAC Florida Educational Fund, Inc. (LULAC)</u>.

STEPHANIE U. EATON, ESQUIRE, 110 Oakwood Drive, Suite 500, Winston-Salem, North Carolina 27103 and DERRICK PRICE WILLIAMSON and BARRY A. NAUM, ESQUIRES, 1100 Bent Creek Boulevard, Suite 101, Mechanicsburg, Pennsylvania 17050
<u>On behalf of Walmart Inc. (Walmart)</u>.

GEORGE CAVROS, ESQUIRE, 120 E. Oakland Park Blvd., Suite 105, Oakland Park, Florida 33334
<u>On behalf of Southern Alliance for Clean Energy (SACE)</u>.

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On behalf of Vote Solar (Vote Solar).

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On behalf of Florida Industrial Power Users Group (FIPUG).

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On behalf of the Florida Public Service Commission (Staff).

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Florida Public Service Commission General Counsel

FINAL ORDER APPROVING STIPULATION

BY THE COMMISSION:

Background

On July 1, 2020, Duke Energy Florida, LLC (Duke or Company) filed a petition for approval of a Stipulation regarding the Clean Energy Connection (CEC) Program and associated tariffs. Duke's CEC Program is a voluntary community solar program that allows participating customers to pay a subscription fee in exchange for receiving bill credits related to the solar generation produced by the CEC Program solar facilities. The Company plans to build 10 projects totaling 750 MW of solar generation as part of the CEC Program. These projects will be placed in-service between 2022 and 2024. Duke has allocated the capacity of the CEC Program solar facilities among commercial, residential, and local government customer groups, with approximately 27.7% of the residential allocation carved out for low-income customers. The Stipulation and associated tariffs, which together comprise the CEC Program, are appended hereto as Attachment A.

The signatories to the Stipulation are Duke, Vote Solar, Southern Alliance for Clean Energy (SACE), and Walmart Inc. (Walmart). The Stipulation and proposed tariffs contain a series of compromises and agreements among its signatories regarding the structure, funding, construction, and operation of the CEC Program.

On July 25, 2020, the League of United Latin American Citizens of Florida (LULAC) filed a Petition to Intervene. As set forth in its Petition, LULAC contends that Duke's proposed solar program is not in the public interest, is not fair, just, and reasonable, and is unjustly discriminatory. The Florida Industrial Power Users Group (FIPUG) also filed a Petition to Intervene, and therein took no position regarding the Stipulation. Vote Solar, Walmart, and SACE filed Petitions to Intervene in support of the Stipulation. We granted each of these Petitions by separate order. The Office of Public Counsel (OPC) filed its notice of intervention, which we acknowledged.

An Order Establishing Procedure was entered, discovery deadlines established, and dates for an evidentiary hearing set. The parties engaged in extensive written discovery, timely pre-filed testimony, deposed all witnesses who would ultimately appear at the evidentiary hearing, and participated in a Prehearing Conference.

On November 17 and 18, 2020, we conducted a hearing on Duke's petition. At the hearing, counsel for Duke, Walmart, Vote Solar, and SACE presented arguments in favor of the Stipulation. Duke introduced into evidence the testimony of witnesses Lon Huber, Matthew G. Stout, Thomas G. Foster, and Benjamin M. H. Borsch. Walmart introduced into evidence the testimony of witness Steve W. Chriss. Counsel for OPC and LULAC presented arguments in opposition to the Stipulation. LULAC introduced into evidence the testimony of witness Karl Rabago. Duke also entered into evidence the rebuttal testimony of witnesses Foster, Huber, and Borsch. FIPUG and OPC counsel presented no witness testimony at the hearing. The parties had the opportunity to cross-examine each of the witnesses. All materials on the Comprehensive Exhibit List, consisting of exhibits sponsored by the witnesses and responses to discovery requests, were admitted without objection into the record.

At the conclusion of the hearing, we established December 1, 2020, later extended to December 9, 2020, as the deadline for parties wishing to file a post-hearing brief. Duke, SACE, Walmart, Vote Solar, OPC, LULAC, and FIPUG timely filed post-hearing briefs.

In its brief, Duke argues that the Stipulation to approve the CEC Program is in the public interest. Duke asserts that the CEC Program is a voluntary solar program that is designed such that 87.3% of the cumulative net present value revenue requirement benefits will go to the general body of ratepayers. Duke further argues that the CEC Program costs are reasonable and that the associated solar generation is cost-effective and is in response to customer demand to increase renewable energy.

In their briefs, SACE, Walmart, and Vote Solar support the Stipulation, arguing that the Stipulation is in the public interest and its execution improved the CEC Program. The signatories of the Stipulation further argue that the CEC Program provides economic benefits to all Duke customers, meets system need, and addresses customer demand for solar power in Florida.

In its brief, LULAC counters that the CEC Program will provide the majority of its benefits to the large commercial and industrial users who participated in the negotiations to the Stipulation, while costs and risks are shifted to the general body of ratepayers. LULAC argues that the CEC Program will result in increased rates for non-participants, including low-income customers, which LULAC asserts are underrepresented in the program allocation. LULAC notes it supports solar generation if cost-effective, but the associated solar facilities should be constructed without the CEC Program and with a determination of need under the Power Plant Siting Act.[1] LULAC also avers that the contested Stipulation does not represent a proper legal settlement and the public interest standard does not apply.

In its brief, OPC takes no position regarding the Clean Energy Connection Program, but states that it does not support the Stipulation, which it describes as "friendly." OPC attaches this label to the Stipulation because it was filed with the petition, prior to discovery and issue identification, and, therefore, allegedly does not reflect agreement among demonstrated adversaries. On these bases, OPC argues that the Stipulation is not a proper legal settlement of a litigated docket and the public interest standard is not applicable. OPC further states its lack of active opposition to the Clean Energy Connection Program on the merits is based solely on the result of the SolarTogether docket, in which the Commission entered an Order[2] rejecting arguments raised by OPC in opposition to a proposal by the Florida Power & Light Company that is similar in many respects to CEC. While maintaining its position that the Solar Together Order is contrary to the law, OPC "accept[s] that it is final and therefor facially precedent for a similar outcome in this case."

In its brief, FIPUG takes no position regarding the Clean Energy Connection Program and Stipulation, except noting that it is Duke's responsibility to demonstrate that it is in the public interest and that the CEC Program is cost-effective and needed.

We have jurisdiction over this matter pursuant to Sections 366.03, 366.05, and 366.06, Florida Statutes.

Decision

The standard for approval of a settlement agreement is whether it is in the public interest.[3] We are not persuaded by the legal arguments forwarded by LULAC and OPC that the public interest standard should not be applied to the instant Stipulation because it was filed with the initial petition and not after some period of adversarial docket activity. The parties to the Stipulation demonstrated that they negotiated improvements to Duke's original CEC Program and that litigation was avoided based on the agreements they reached. Whether negotiation and

[1] The Power Plant Siting Act consists of Sections 403.501 through 403.518, Florida Statutes.
[2] *See* Order No. PSC-2020-0084-S-EI, issued March 20, 2020, in Docket No. 20190061-EI, *In re: Petition for approval of FPL SolarTogether program and tariff, by Florida Power & Light Company.*
[3] Sierra Club v. Brown, 243 So. 3d 903, 910-913 (Fla. 2018); Order No. PSC-13-0023-S-EI, issued on January 14, 2013, in Docket No. 120015-EI, In re: Petition for increase in rates by Florida Power & Light Company; Order No. PSC-11-0089-S-EI, issued February 1, 2011, in Docket Nos. 080677-EI and 090130-EI, In re: Petition for increase in rates by Florida Power & Light Company and In re: 2009 depreciation and dismantlement study by Florida Power & Light Company; Order No. PSC-10-0398-S-EI, issued June 18, 2010, in Docket Nos. 090079-EI, 090144-EI, 090145-EI, and 100136-EI, In re: Petition for increase in rates by Progress Energy Florida, Inc., In re: Petition for limited proceeding to include Bartow repowering project in base rates, by Progress Energy Florida, Inc., In re: Petition for expedited approval of the deferral of pension expenses, authorization to charge storm hardening expenses to the storm damage reserve, and variance from or waiver of Rule 25-6.0143(1)(c), (d), and (f), F.A.C., by Progress Energy Florida, Inc., and In re: Petition for approval of an accounting order to record a depreciation expense credit, by Progress Energy Florida, Inc.; Order No. PSC-05-0945-S-EI, issued September 28, 2005, in Docket No. 050078-EI, In re: Petition for rate increase by Progress Energy Florida, Inc.

agreement among adverse parties occurs prior or subsequent to the filing of a petition and opening of a docket, the question before us is whether the resulting Stipulation is in the public interest.

A determination of whether a settlement is in the public interest requires a case-specific analysis based on consideration of the proposed settlement taken as a whole.[4] The Stipulation aligns with the Florida Legislature's expressed intent to promote renewable energy in Section 366.92, F.S., and provides ample system-wide benefits, including: promoting the development of renewable energy, encouraging investment within the state, diversifying the types of fuel used to generate electricity, lessening the state's reliance on fossil fuels, and decreasing carbon emissions. In addition, the Stipulation comports with Section 366.06, F.S., by establishing fair, just, and reasonable rates without undue preference.

Also important to the public interest are the benefits projected to flow to the Company's ratepayers from the CEC Program. Assuming mid-fuel costs and including carbon costs, Duke projects that 87.3% of the cumulative net present value revenue requirement benefits from the CEC Program will go to the general body of ratepayers. We find that the significant benefits reasonably expected to be realized by the general body of ratepayers over a long period of time support our finding that approval of the CEC Program is in the public interest. We also note that approximately 27.7% of the residential allocation within the CEC Program has been carved out for low-income customers.

Having carefully reviewed the Stipulation, the exhibits entered into the record, and the testimony provided, we find that, taken as a whole, the Stipulation establishes rates that are fair, just, and reasonable, is supported by the record evidence, and is in the public interest, and we hereby approve it. The Stipulation, Program, and associated tariffs are effective upon the issuance date of this Order.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Stipulation and tariffs attached hereto as Attachment A, and incorporated by reference, are hereby approved. It is further

ORDERED that this docket shall be closed.

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[4] Order No. PSC-13-0023-S-EI, at p. 7.

By ORDER of the Florida Public Service Commission this 26th day of January, 2021.

ADAM J. TEITZMAN
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

SPS

DISSENT

Commissioner Julie I. Brown dissents from the Commission's decision.

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Duke Energy Florida, LLC's Petition for a limited proceeding to approve Clean Energy Connection Program and Tariff and Stipulation	Docket No. _________

STIPULATION

WHEREAS, Duke Energy Florida, LLC ("DEF" or the "Company") has developed a proposed voluntary community solar program ("Clean Energy Connection Program" or the "Program") that will provide an opportunity for DEF customers to directly support the expansion of solar power in the Program; and

WHEREAS, simultaneously with the filing of this Stipulation, DEF has petitioned the Florida Public Service Commission ("Commission") for approval of the Program; and

WHEREAS, DEF has conferred with Vote Solar, Southern Alliance for Clean Energy ("SACE") and Walmart Inc. ("Walmart") (collectively referred to herein as the "Counterparties") regarding the structure, funding, construction and operation of the Program and, based on these discussions, has determined that the Counterparties will likely seek to intervene in DEF's petition for approval of the Program; and

WHEREAS, DEF and the Counterparties have entered into this Stipulation in compromise of positions they have taken and/or intend to take with respect to their rights and interests under Chapters 350, 366 and 120, Florida Statutes, as applicable, in regards to the Program; and

WHEREAS, as part of the negotiated exchange of consideration between DEF and the Counterparties, they have each made concessions with the expectation that all provisions of the Stipulation will be adopted by the Commission; and

WHEREAS, in order to facilitate the Commission's consideration of the Program, DEF and the Counterparties have agreed to all issues relating to the Program with no dispute between DEF and the Counterparties; and

WHEREAS, DEF and the Counterparties agree that this Stipulation is in the public interest.

NOW THEREFORE, in consideration of the foregoing, DEF and the Counterparties stipulate that:

1. The principle features of the Program (as more fully described in DEF's testimony and exhibits) are:

(a) The Program size is 749 MW. This consists of 10 solar power plants sized at 74.9 MW each. DEF plans to place two solar power plants in service in 2022, with four additional plants going into service in 2023 and 2024, respectively.

(b) The 749 MW capacity is allocated 65% (486.85 MW) to commercial and industrial (demand) customers, 10% (74.9 MW) allocated to local government; 25% (187.25 MW) to residential and small business; and 27.7% of the residential portion (26 MW) for low income customers, assuming half of the residential and small business allocation is subscribed to by residential customers. For purposes of the Program, low income customers are those who qualify for any government-sponsored assistance program or any DEF-sponsored low-income efficiency program.

(c) With respect to the low-income allocation, Duke commits to:

(1) Enact a "hold harmless" protection for low-income subscribers to ensure that monthly bills will not increase due to their enrollment;

(2) Market the CEC Program to participants in its low-income efficiency offerings in order to maximize savings and ease enrollment for these customers;

(3) Make enrollment available to low-income customers regardless of their arrearage status;

(4) Informally engage with Counterparties on the outreach and engagement methods associated with the low-income allocation further defined in 1(d) below; and

(5) Consult with any interested Counterparty prior to making any new filings that will impact the value proposition of the CEC program.

(d) The Counterparties agree that DEF may re-allocate subscriptions from one customer segment to another customer segment as needed to ensure full Program subscription with the following qualifications:

(1) DEF agrees to preserve the local government allocation for at least six months from the initial program opening enrollment date, unless it is 100% subscribed at any time during the first six months from the enrollment date prior to reallocating any portion of the 74.9 MW to another customer segment.

(2) DEF agrees to preserve the low-income allocation for at least one year from the date the low-income program begins enrollment, unless it is 100% subscribed at any time during the first year from the enrollment date prior to reallocating any portion of the 26 MW to another customer segment. Prior to reallocating the low-income allocation to another customer segment, DEF will use best efforts to implement brand new reasonable outreach methods to fill the low-income capacity.

(e) DEF customers may elect a subscription level equivalent to the capacity that would generate up to 100 percent of their previous 12 months' total metered kilowatt-hour ("kWh") usage, subject to Program subscription availability.

(f) Participation is voluntary. Participating DEF customers may terminate or reduce their subscription levels at any time with no penalty. Increases in subscription level will be limited to once per year based on available Program subscription availability.

(g) In accordance with the values outlined in Tariff Sheet Nos. 6.405 – 6.407, participating DEF customers will pay a monthly subscription fee and will receive a monthly solar bill credit. The subscription fee generally reflects the revenue requirement associated with constructing and operating the Program's portfolio of solar power plants, net of avoided generation and transmission capital, fixed O&M and gas reservation charges. The bill credit reflects the estimated economic value of the Program's solar power plants on DEF's system, which consists of reduced fuel, purchased power, variable O&M, and conventional pollutant and carbon emission costs.

(h) At no charge, DEF will retire the Renewable Energy Certificates (RECs) on behalf of all participants unless the participant requests DEF to move the RECs associated with their subscription to an account in their name. DEF will also provide an attestation, at customer request, for the amount of RECs that were retired on the customer's behalf. DEF will not utilize RECs associated with Program subscriptions.

(i) The 749 MW of solar generation that comprises the Program is projected to save DEF customers $532.7 million of Cumulative Present Value Revenue Requirements. The program is designed so that 12.7% of the projected benefits will flow to the participants and 87.3% to the general body of DEF customers. Of the projected benefit flowing to the general body of customers, approximately $39.2 million is associated with fixed costs. Unsubscribed Program capacity, including the associated energy and resulting savings, will flow to the general body of customers.

(j) The general body of customers will share in the cost-effective benefits that result from the Program.

2. DEF is authorized to recover the $1.14 billion Program cost as set forth below:

(a) DEF will record the revenue received from the participants related to their subscription fee as revenues received from the sales of electricity and these revenues will be included in base rate revenues along with the Program cost of service and reported in DEF's monthly earnings surveillance report.

(b) The participants' bill credits will be recovered through DEF's fuel and purchased power cost recovery clause, partially offset by system savings resulting from the addition of the Program's solar power plants.

3. DEF acknowledges that the CEC Program will allow it to accelerate the amount of solar generation on its system. Accordingly, DEF will gain more experience with operating a solar portfolio and understanding how it integrates with and impacts the overall system. This additional information will help inform DEF's future resource decisions as it continues to move the fleet to cleaner generation. In all future TYSPs after approval of the CEC Program, DEF commits to

utilizing the information gained from these CEC Program solar facilities and considering whether solar facilities could be used to further advance DEF's clean energy goals and displace fossil generation. Specifically, in one future TYSP, but no later than 2023, DEF commits to evaluating whether it can cost-effectively and reliably defer or replace any projected combustion turbine ("CT") units within the planning period for that TYSP with solar plus storage facilities. As part of this evaluation, while all Parties recognize DEF's regulatory obligations, DEF agrees to consult with and consider the input of the Counterparties to this Stipulation.

4. DEF commits to continue to collect data on the economic and operational benefits and costs, to the extent such benefits and costs can be reasonably identified, from the use of customer-owned solar PV generation on its system to support overall rate design. DEF agrees to consider input from any Counterparty in the design and analysis of the data being collected, and will share the information with the Counterparties at least sixty (60) days in advance to any filing that involves changes in rate design specific to net metering. DEF commits, through 2023 to not introduce any new NM tariff, per Commission Rule, 25-6.065, unless in compliance with a cost of service study approved by the Commission, if such tariff is effective with the first billing cycle for January 2024 or beyond. Notwithstanding the foregoing sentence, DEF shall be permitted to introduce a new NM tariff at any time if necessary to comply with federal or state policy, a FERC order and/or a Commission request. No Parties are precluded from taking a position on such a filing or proceeding.

5. DEF will commit to utilize a competitive solicitation process to select its contractors and to procure equipment and materials to construct the CEC projects.

a. The majority of local economic development (jobs, purchasing of goods, etc.) occurs in the construction phase (not the development phase). A typical 75MW project costs approximately $100 million. Approximately, 95% of that value is in the construction and procurement. DEF commits to competitive RFPs open to third parties to perform the construction services which include engineering, procurement, and construction (EPC). DEF provides construction oversight and management for quality, safety, and the environment.

b. Approximately 30% of the value of the project is attributed to the solar panels themselves. DEF commits to conducting competitive RFPs for the solar panels.

6. DEF will consider both greenfield (self-development) and third-party project acquisitions to advance its solar growth objectives consistent with the below commitments.

7. For the CEC Program, DEF commits to evaluating third party projects under item #8 below, that provide dependable solar generation projects. In its evaluation process, DEF will analyze projects based on several key criteria such as, but not limited to: total estimated project cost; close proximity to DEF's transmission system; land holdings large enough to support utility scale solar projects; land that is disturbed or otherwise in agricultural use to minimize the need and costs for site clearing; land that avoids wetlands, flood zones and any environmentally sensitive habitat for plant and animal species of concern; contiguous property that is minimally divided by roads, streams, and easements; land that is not within heavily populated areas or that can be visually blend into the surrounding area through vegetative buffers; flat property with less than 5% slope in any area; land that has a suitable soil map with minimal to no known sink holes; local planning, zoning, and building authorities supportive of sustainable economic development, and for projects already under development. If any Greenfield projects are selected for any of the CEC Program facilities, DEF agrees to provide the Counterparties, in a confidential document, a document demonstrating the details and reasons the Greenfield project(s) was/were selected for

the CEC Program. At the time DEF determines appropriate, this document will also be provided to the Commission and Commission staff on a confidential basis.

8. For the CEC Program, DEF will consider acquiring third party development projects at various stages of project development from early stage (having land control and a valid generator interconnection queue position) to late stage (a fully developed project and ready for construction).

a. After acquiring a third-party development project, the third-party developer is typically retained to provide development services until the project reaches commercial operation. DEF commits to maintaining this practice if it is determined to be of value to the project and its solar growth objectives.
b. Depending on the project's stage of development, DEF plans to work with third parties to complete several key aspects of project development including, project siting, land acquisition, resource assessment, permitting, stakeholder engagement, obtaining interconnection rights, project design and arranging contracts for engineering, procurement and construction services. DEF will own and operate the projects from construction through end of life.

9. Within two years of the FPSC's final written order approving the CEC Program by the FPSC, DEF agrees to finalize an analysis of a potential future add-on program in which participating large CEC customers employ storage technologies, including battery systems paired with on-site solar, for back-up power at critical loads to support public health and safety. DEF agrees to consult with the Counterparties prior to conducting its analysis on issues including but not limited to: proposed methodology for identifying and evaluating costs and benefits to customers, DEF, and the grid; specific details of program design; and analysis plan and timeline.

Specifically, DEF agrees to perform an analysis to determine whether such a program would be of interest to customers, provide net benefits and be in the public interest. When complete, DEF agrees to provide a detailed description of the analysis methods, any intermediate data used, and the results of the analysis to the Counterparties and, if DEF determines that the results demonstrate that such a program is in the public interest, DEF agrees to submit the program for approval by the FPSC and the Counterparties retain the ability to engage in any related proceeding. If, however, DEF's analysis shows that the program is not in the public interest, then DEF shall have no further obligation beyond presenting the results of the analysis to the Counterparties.

10. DEF and the Counterparties agree that they will support this Stipulation and will not request or support any order, relief, outcome or result in conflict with the terms of this Stipulation in any administrative or judicial proceeding relating to, reviewing or challenging the establishment, approval, adoption or implementation of this Stipulation.

11. Nothing in this Stipulation shall have any precedential value.

12. If the provisions of this Stipulation are materially modified or not adopted in its entirety in this docket, DEF and the Counterparties are released from the terms of this Stipulation.

13. Nothing in this Stipulation precludes any party to this Stipulation from taking a different position in any other docket or proceeding or with respect to any future phase of the Program.

Respectfully submitted this 1st day of July, 2020.

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Duke Energy Florida, LLC
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By: ____________________________
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Katie Chiles Ottenweller
Southeast Director

Legislative Tariffs:
6.101, 6.405,
6.406, and 6.407

DUKE ENERGY

SECTION NO. VI
~~FIRST~~ SECOND REVISED SHEET NO. 6.101
CANCELS ~~ORIGINAL~~ FIRST REVISED SHEET NO. 6.101

INDEX OF RATE SCHEDULES

ISSUED BY: Javier J. Portuondo, ~~Managing Director~~Vice President, Rates & Regulatory Strategy - FL
EFFECTIVE: ~~December 1, 2018~~

RATE SCHEDULE CEC-1
CLEAN ENERGY CONNECTION RIDER
OPTIONAL SOLAR PROGRAM

Availability:

The Clean Energy Connection Rider ("the Program") is available to all Customers throughout the entire service area served by Duke Energy Florida (DEF) subject to subscription availability. This optional Program allows customers to subscribe to a portion of universal solar capacity built for the benefit of the Program and receive bill credits for the actual solar production associated with their subscription.

Applicable:

This optional rider is offered in conjunction with the applicable rates, terms, and conditions under which the Customer takes service from DEF. All rates and charges under the Customers' otherwise applicable metered rate schedule shall apply.

Limitation of Service:

Any Customer account taking service under another Company rate schedule whose account is current is eligible to participate. Eligible Customers may elect a subscription level in 1 kW units representing up to 100% of their previous 12-month total kWh usage. Increases in number of units purchased will be limited to once per rolling 12-month period from the anniversary date of program enrollment, and subject to program availability. Customers who present proof of participation in local, state, or federal assistance are eligible for participation at the low-income pricing provided by this tariff.

Rate:

The Monthly Subscription shall be equal to the sum of the Monthly Subscription Fee + Monthly Bill Credit as follows:

Monthly Subscription			
Participant		Low-Income Participant	
Subscription Rate $/kW-Month	Bill Credit Rate ¢/kWh	Subscription Rate $/kW-Month	Bill Credit Rate $/kW-Month
See Sheet No. 6.407	See Sheet No. 6.407	See Sheet No. 6.407	See Sheet No. 6.407

Notes:
(1) Monthly Bill Credit amounts resulting in a total bill below the minimum monthly bill will have any excess credit amounts applied to subsequent monthly bill amounts.

Minimum Monthly Bill:

The minimum monthly bill shall be the customer's minimum bill under the applicable Rate Schedule. The Monthly Subscription Fee and offsetting Monthly Bill Credit will appear as separate line items on the participant's bill during every month of enrollment, and are subject to all applicable taxes and fees.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on the bill at Company-designated locations.

Term of Service:

The term of service will be no less than one (1) billing cycle. Participants may at any time following their first billing cycle, terminate their participation or reduce the number of subscribed units purchased. Participants may be terminated from the program by DEF if the Customer becomes delinquent on the Customer's electric service account or for failure to satisfy eligibility requirements. Upon termination, whether initiated by Customer or by DEF, the account is prohibited from re-enrolling for a twelve (12) month period.

Special Provisions:

1. In the event that the Customer transfers their electric service to a different location within DEF's service area, the Customer's subscription shall be transferred to the new service location unless the Customer notifies DEF otherwise.

2. Customers shall not be permitted to redirect Bill Credits or transfer the obligation to pay Subscription Fees to other Duke Energy customer accounts, nor will DEF assign Bill Credits or Subscription Fees to any party other than the original subscribing Customer.

3. Participation in this Program does not convey to the Customer any right, title or interest in or to any portion of the property comprising of any Duke Energy owned solar facilities or any solar facilities constructed pursuant to the Program.

RATE SCHEDULE CEC-1
CLEAN ENERGY CONNECTION RIDER
OPTIONAL SOLAR PROGRAM
(Continued From Page No. 1)

4. All solar plants allocated to the Program will be registered with the North America Renewables Registry (NAR) and renewable energy credits (RECs) retired on behalf of all participating Customers on a yearly basis. Upon Customer's request, DEF will move the RECs associated with the Customer's subscription to the Customer's account, at the Customer's expense. Notification to move RECs must be made by the Customer to DEF. RECs will be moved after the payment of the fee. Once a REC is retired on behalf of all participants, it cannot be moved into an individual Customer's account.

5. Subscription Fees and Bill Credits received for additional subscriptions, after a Customer election to increase the number of units purchased, shall begin in Participant Program Year One (1), while previously held subscriptions remain on the Participant Program Year that pertains to the date of the Customer's original subscription.

DUKE ENERGY

SECTION NO. VI
ORIGINAL SHEET NO. 6.407

RATE SCHEDULE CEC-1
CLEAN ENERGY CONNECTION RIDER
OPTIONAL SOLAR PROGRAM
(Continued From Page No. 2)

MONTHLY SUBSCRIPTION
COMMUNITY SOLAR PROGRAM PARTICIPANT RATES

Phase 1				
	Participant		Low-Income Participant	
Participant Program Year	Subscription Rate $/kW-Month	Bill Credit Rate ¢/kWh	Subscription Rate $/kW-Month	Bill Credit Rate $/kW-Month
1	$8.35	(4.0370)	$8.35	($9.03)
2	$8.35	(4.0370)	$8.35	($9.03)
3	$8.35	(4.0370)	$8.35	($9.03)
4	$8.35	(4.0980)	$8.35	($9.03)
5	$8.35	(4.1590)	$8.35	($9.03)
6	$8.35	(4.2210)	$8.35	($9.03)
7	$8.35	(4.2840)	$8.35	($9.03)
8	$8.35	(4.3480)	$8.35	($9.03)
9	$8.35	(4.4130)	$8.35	($9.03)
10	$8.35	(4.4790)	$8.35	($9.03)
11	$8.35	(4.5460)	$8.35	($9.03)
12	$8.35	(4.6140)	$8.35	($9.03)
13	$8.35	(4.6830)	$8.35	($9.03)
14	$8.35	(4.7530)	$8.35	($9.03)
15	$8.35	(4.8240)	$8.35	($9.03)
16	$8.35	(4.8960)	$8.35	($9.03)
17	$8.35	(4.9690)	$8.35	($9.03)
18	$8.35	(5.0440)	$8.35	($9.03)
19	$8.35	(5.1200)	$8.35	($9.03)
20	$8.35	(5.1970)	$8.35	($9.03)
21	$8.35	(5.2750)	$8.35	($9.03)
22	$8.35	(5.3540)	$8.35	($9.03)
23	$8.35	(5.4340)	$8.35	($9.03)
24	$8.35	(5.5160)	$8.35	($9.03)
25	$8.35	(5.5990)	$8.35	($9.03)
26	$8.35	(5.6830)	$8.35	($9.03)
27	$8.35	(5.7680)	$8.35	($9.03)
28	$8.35	(5.8550)	$8.35	($9.03)
29	$8.35	(5.9430)	$8.35	($9.03)
30	$8.35	(6.0320)	$8.35	($9.03)
31	$8.35	(6.0320)	$8.35	($9.03)
32	$8.35	(6.0320)	$8.35	($9.03)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL
EFFECTIVE: