

# Duke Energy Florida

## Clean Energy Connection Program

### CUSTOMER TERMS AND CONDITIONS

#### General Overview

The Duke Energy Florida (DEF) Clean Energy Connection (CEC) Program is a tariffed voluntary community solar program, established under Commission Order Number PSC-2021-0059-S-EI. The program is created to provide all DEF customers the ability to participate in the benefit of clean renewable energy.

Subscriptions are available in whole (mathematically round) 1-kW unit increments. Subscriptions may not exceed 100% of the customer's kWh consumption for the past 12 months. To preserve capacity, customers may only register for the customer segment to which the account is classified. CEC has specific capacity allocations by customer segment. These segments include: Large Customers, Local Government, Small and Medium Business/Residential Customers, and Low-Income Customers. The company reserves the right, upon further review of enrollment, to cancel a customer's subscription if found to be ineligible for enrollment under the subscribed customer segment. Participants may decrease their subscription at any time.

#### Billing

- a) DEF will not charge any fees until after the first CEC solar plants are placed in service. Participants will be billed the fee the same month as the generation credit.
- b) Subscription charge and offsetting subscription credit are subject to all applicable taxes and fees.
- c) It may take up to two billing cycles for initial CEC Fee and Credit to appear.

#### General and Availability

- a) The "Market Rate Participant" Program is available to any small / medium business, large customer, or residential customer who does not qualify for the low-income program taking service under a metered DEF rate schedule, who does not either: i) have a past due amount, or ii) is on a deferred payment plan.
- b) Large Customers are accounts that are managed by a Duke Energy Account executive and have aggregated 12-month revenue greater than \$250,000.
- c) The "Low-Income Participant" subscription rate is for customers who participate in local, state, or federal sponsored assistance programs or any DEF-sponsored low-income energy efficiency program. Arrearage status will not exclude Low-income qualified customers from subscribing to the "Low-Income Participant" rate in the Program.
- d) DEF reserves the right to remove customers from the Program who do not pay Program fees for two consecutive months or who start bankruptcy proceedings. DEF also reserves the right to remove customers that enter a payment arrangement plan. Customers who meet the eligibility criteria may enroll again, starting at the bill credits associated with Program year 1, pending availability one calendar year later.
- e) DEF may contact customers periodically to provide Program updates or seek Program feedback.
- f) Increases in subscription amounts will be limited to one time per rolling 12-month period and subject to program availability.
- g) Increases from initial subscription will follow the credit and fee schedule per tariff.

#### Environmental Attributes

- a) "Renewable energy certificates" (RECs), generated by the CEC solar photovoltaic (PV) generation portfolio shall be retired by the company on behalf of all participants on a yearly basis.

b) In lieu of a) above, Large Customer or Local Government accounts may choose to have RECs associated with their subscription moved and retired in their own REC tracking account in the North American Renewables Registry (NAR). Customers will be invoiced by DEF for the NAR fees associated with REC transfer. After the fee is paid, the RECs will be moved.

1. Should Large Customer or Local Governmental subscriber choose this option, the customer is responsible for establishing their NAR account. The CEC Program permits the subscriber to use their RECs to make claims about using renewable electricity generated from the CEC solar PV generation portfolio; however, as a result of this claim, the REC is then retired in the owner's NAR account and should not be sold or transferred to others. The customer must submit a copy of the REC Retirement report from NAR annually; by January 31 for the previous calendar year.

c) DEF will solely retain all claims related to its ownership, maintenance, facility procurement, and generation of the energy from DEF-owned CEC Program Facilities, as well as the emissions, fuel, and all other impacts, benefits, reductions, displacements, and/or offsets occurring on DEF's system in connection with the generation, facility procurement, and use of the energy from CEC Facilities to serve DEF's system or customers. To learn more about RECs versus GHG and/or carbon offsets, please see the EPA's resource here: [https://www.epa.gov/sites/default/files/2018-03/documents/gpp\\_guide\\_recs\\_offsets.pdf](https://www.epa.gov/sites/default/files/2018-03/documents/gpp_guide_recs_offsets.pdf). Notwithstanding anything to the contrary and regardless of the assignment of the RECs to Customer, DEF will retain and have the exclusive right to claim, publicize, and/or report all benefits, off-sets, fuel reductions, emissions reductions, and any other impacts that occur on DEF's system and in connection with the services that DEF may provide. Without limiting the generality of the foregoing, DEF will be the only owner of the following:

1. 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 DEF purchased a CEC Facility or generated and delivered energy from its CEC Facilities to serve its customers.
2. All claims and reporting rights concerning DEF's electrical and generation system, including without limitation, avoided generation, avoided purchases, avoided emissions or emission reductions, avoided fuel or fuel reductions on DEF's system. As well as all claims concerning or relating to DEF's displacement of capacity or energy that would otherwise have been generated or purchased by DEF, including displacements relating to such displacements of capacity or energy.

## **Cancellations**

- a) There is no fee to cancel participation in the Program.
- b) After one month of participation, customers can cancel at any time. Upon participant's notice of termination, the program subscription charge and subscription credit will be assessed in the billing period in which participation is terminated.
- c) After canceling, an account may not be reenrolled for one calendar year. Accounts that reenroll will follow year 1 credit and fee as defined in the tariff.

## **Moving**

- a) If customer moves to another location within DEF's service territory, participation in the program shall be verified and transferred to the new location unless customer otherwise notifies DEF.
- b) The Program is only available to customers receiving service in DEF's service territory. If customer moves out of the service territory, the subscription ends.

## **Waitlist**

- a) If there are no blocks currently available for subscription, the customer may choose to sign up their account(s) to join the waitlist. If program availability allows for a customer to move off the waitlist into enrollment, they are obligated to pay the subscription fee associated with one month of participation.
- b) When blocks become available, customers will receive an email notification and the subscription will be added to the account.
- c) The customer will then enroll into CEC, activating a subscription fee and associated credit to the associated account(s).
- d) The customer may unenroll at any point after one month of payment of the subscription fee and receipt of the associated credit.