

**Duke Energy Florida Clean Energy Connection Program  
Large Customer and Local Government Pre-Registration  
Terms and Conditions  
May 2020 V2**

**General Overview**

The Duke Energy Florida (DEF) Clean Energy Connection (CEC) Program is a tariffed voluntary community solar program in which all DEF customers can participate in the development of clean renewable energy. DEF is currently developing the specifics of the Program, which will be submitted to the Florida Public Service Commission (Commission) for ultimate approval. These general terms and conditions are intended to provide additional details regarding the Program, but to the extent these terms and conditions conflict with the tariff that is approved by the Commission, the tariff provisions will govern.

**Enrollment Process**

- a) During enrollment, Customer will indicate the desired subscription size in whole 1-kW unit increments, associated with and generally not to exceed 100% of the customer's annual kWh consumption on an energy basis. However, given that expected demand for the Program will be larger than the supply, DEF will contact Customer to confirm the accepted subscription size. It may not be the amount requested.
- b) When Customer confirms enrollment in the Program, Customer's kW subscription will be reserved in the event that the Program is filed and approved by the Commission. If the Program is either not filed or not approved, neither Customer nor DEF will have any obligation under the Program.
- c) The Company may contact customers who subscribed in a first come, first serve methodology to see if they would like to increase their inaugural kW subscription level if there is availability between the time the enrollment window closes and the program starts.
- d) DEF will not charge any fees until the time the first CEC solar plants are placed in service.
- e) Customer is committed to the Program for at least one month.

**Monthly Clean Energy Connection, (CEC) Program Cost Calculation**

- a) Monthly Subscription Charge = Subscription Quantity x \$8.35 / kW
- b) Monthly Subscription Credit = \$0.040370 / kWh (escalating annually at 1.5% after 3 years of continuous participation) x Subscription Quantity x Program Output (kWh) Program Capacity (kW)
- c) Monthly Subscription and bill credits may change slightly between the enrollment window and Florida Public Service Commission approval. Customers will be notified of changes and will have the opportunity to reduce or cancel their subscriptions if the net cost increases.

Increases in number of kW units after the customer's inaugural kW subscription enrollment will be limited to once per rolling 12-month period from the anniversary date of Program enrollment, and subject to Program availability. Any subsequent kW units subscribed after the customer's inaugural kW subscription level is established will receive the year 1 energy credit rate.

### **General and Availability**

- a) The Program is available to any customer taking service under a DEF rate schedule, who does not either: i) have a past due amount, or ii) is on a payment plan.
- b) 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. Customers who meet the eligibility criteria may enroll again, starting at Program year 1 if there is availability one calendar year later.
- c) DEF may contact customers periodically via email to provide Program updates or seek Program feedback.

### **Environmental Attributes**

- a) All environmental attributes, including but not limited to “renewable energy certificates” (RECs), “renewable energy credits” or “green tags,” associated with the CEC solar photovoltaic (PV) generation portfolio shall be retired on behalf of all customers on a yearly basis.
- b) Photovoltaic (PV) generation portfolio shall be retired on behalf of all customers on a yearly basis.
- c) Customers who want to have RECs associated with their subscription moved to their own account may do so. DEF should be given as much notice as possible ensure that those RECs are available and have not already been retired. Customers will be invoiced by DEF for the North American Renewables Registry™ fees associated with the REC transfer. After the fee is paid, the RECs will be moved. The customer shall then provide DEF proof of retirement within one calendar year.

### **Cancellations**

- a) There is no fee to cancel participation in the Program.
- b) Customers may choose not to participate at any time by calling or emailing DEF (866-233-2290, CleanEnergyConnection@duke-energy.com) to cancel their subscriptions. Upon receiving notice of cancellation, DEF will assess the Subscription Charge, and apply the Subscription Credit, in the billing period during which the cancellation notice is received.
- c) After cancelling, a customer may not re-enroll for one calendar year. If a customer chooses to re-enroll, the new subscription amounts will receive the year 1 credit.

### **Moving**

- a) If Customer moves to another location within DEF’s service territory, participation in the Program shall be 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. There will be no charges on the final bill.