



Dianne M. Triplett
Deputy General Counsel

November 1, 2019

VIA ELECTRONIC FILING

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

Re: *Duke Energy Florida, LLC's Petition for Approval of Modifications to DEF's Rate Schedule SOL-1 – Shared Solar Rider – Experimental Pilot Program;*
Docket No. _____

Dear Mr. Teitzman:

Enclosed for filing on behalf of Duke Energy Florida, LLC ("DEF") is DEF's Petition for Approval of Modifications to DEF's Rate Schedule SOL-1 – Shared Solar Rider – Experimental Pilot Program, including Tariff Sheets Nos. 6.395 and 6.395, legislative and clean (Exhibits A and B, respectively).

Thank you for your assistance in this matter. Please feel free to call me at (727) 820-4692 should you have any questions concerning this filing.

Sincerely,

/s/ Dianne M. Triplett

Dianne M. Triplett

DMT/cmck
Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Modifications
to DEF's Rate Schedule SOL-1 – Shared Solar
Rider – Experimental Pilot Program

Docket No.

Filed: November 1, 2019

**DUKE ENERGY FLORIDA, LLC'S PETITION FOR APPROVAL
OF MODIFICATIONS TO DEF'S RATE SCHEDULE SOL-1 -
SHARED SOLAR RIDER - EXPERIMENTAL PILOT PROGRAM**

Pursuant to Rules 25-9.004 and 25-9.033, Florida Administrative Code ("FAC"), Duke Energy Florida, LLC ("DEF" or "the Company") hereby petitions this Commission for approval of modifications to DEF's Rate Schedule SOL-1 – Shared Solar Rider – Experimental Pilot Program, Tariff Sheet Nos. 6.395 and 6.396 ("Shared Solar"). In support of this Petition, DEF states as follows:

1. The Petitioner's name and address are:

Duke Energy Florida, LLC
299 1st Avenue North
St. Petersburg, FL 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
Duke Energy Florida, LLC
299 1st Avenue North
St. Petersburg, FL 33701
(727) 820-4962
(727) 820-5041 (fax)

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

FLRegulatoryLegal@duke-energy.com

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 1st Avenue North, St. Petersburg, Florida 33701.

4. DEF serves approximately 1.8 million retail customers in Florida. Its service area comprises approximately 20,000 square miles in 35 of the state's 67 counties, including the densely populated areas of Pinellas and western Pasco Counties and the Greater Orlando area in Orange, Osceola, and Seminole Counties. DEF supplies electricity at retail to approximately 350 communities and at wholesale to Florida municipalities, utilities, and power agencies in the State of Florida.

5. Exhibits A and B to this Petition contain proposed tariff sheets in legislative format and clean copy format respectively, including Section No. VI, First Revised Sheet No. 6.395 and First Revised Sheet No. 6.396 of DEF's Retail Tariff Rate Schedule SOL-1 – Shared Solar Rider – Experimental Pilot Program.

6. In this Petition, DEF requests approval of proposed changes to its optional Shared Solar tariff schedule. The Shared Solar tariff was approved as an experimental pilot program in Order No. PSC-2017-0451-AS-EU, as part of the Commission's approval of the 2017 Revised and Restated Settlement and Stipulation Agreement ("2017 Settlement"). The pricing reflected in the tariff was developed utilizing cost information available to DEF in 2017. Since the effective date of the Shared Solar tariff, DEF has less than 250 blocks subscribed under the program. DEF believes that the low level of interest is mainly driven by the outdated cost information, which is not reflective of recent changes to DEF's solar costs.

7. Accordingly, DEF requests approval to update the Monthly Subscription Fee, the Bill Credit, and the example calculations of the monthly bill credit for the Shared Solar program. These changes, taken together, will allow participating customers access to solar technology that

is more closely tied to the DEF system and recent typical DEF solar projects, while also ensuring that non-participating customers do not subsidize this optional program.

8. DEF also requests approval to explicitly allow participating customers to pay the expenses related to certifying and/or depositing the Renewable Energy Credits (“RECs”) for their solar block subscription into a designated account. DEF continues to learn that such a right to renewable attributes, including RECs, is an important driver in whether certain customers, in particular, business or commercial customers, will participate in the Shared Solar program. DEF believes that this change, along with the updated cost changes, will improve participation and allow DEF to gather more data and evaluate the merits of this experimental pilot program.

WHEREFORE, DEF respectfully requests the Commission approve this Petition and the modifications to Section No. VI, First Revised Sheet No. 6.395 and First Revised Sheet No. 6.396 of DEF’s Retail Tariff Rate Schedule SOL-1 – Shared Solar Rider – Experimental Pilot Program as set forth in Exhibits A and B attached hereto.

Respectfully submitted,

/s/ Dianne M. Triplett
Dianne M. Triplett
Deputy General Counsel
Duke Energy Florida, LLC
299 1st Avenue North
St. Petersburg, Florida 33701
(727) 820-4962 (telephone)
(727) 820-5041 (facsimile)
dianne.triplett@duke-energy.com

Matthew R. Bernier
Associate General Counsel
Duke Energy Florida, LLC
106 E. College Avenue, Ste. 800
Tallahassee, FL 32301
(850) 521-1428 (telephone)
matthew.bernier@duke-energy.com

EXHIBIT A

**Legislative Format Tariffs
(1 copy)**

First Revised Sheet No. 6.395

First Revised Sheet No. 6.396



**RATE SCHEDULE SOL-1
SHARED SOLAR RIDER
EXPERIMENTAL PILOT PROGRAM**

Availability:

This Rider is available to all Customers throughout the entire service area served by the Company on a first come first served basis subject to subscription availability. Customers may subscribe to individual blocks, of 50 kWh per month, of output from solar photovoltaic (PV) facilities owned and operated by Duke Energy Florida. Multiple subscriptions may be purchased up to a maximum of 25 blocks per month for residential, 150 blocks for commercial and 2,000 blocks for industrial customers. Application for service under this tariff is available to qualifying customers throughout the 5 year pilot period. The Company reserves the right to close or temporarily suspend the program to new applicants at any time during the 5-year availability period.

Applicable:

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

Rate: Monthly Subscription Fee per block: \$7.753.10

Bill Credit:

Participating Customers will receive a monthly bill credit for each subscription purchased. The monthly bill credit will be based on DEF's Levelized Fuel Factor at Secondary Metering (See Sheet No. 6.105), annual projection of as-available energy purchases from renewable generating facilities during forecasted daylight solar production hours from typical DEF solar photovoltaic, (PV) facilities located in Florida and will be calculated and fixed for each upcoming calendar year.

Example Calculation for Maximum Monthly Bill Credit

Residential Customers: (~~\$0.0250.0335~~/kWh)* x 50 kWh/block x 25 blocks = ~~\$31.2541.87~~
Commercial Customers: (~~\$0.0250.0335~~/kWh)* x 50 kWh/block x 150 blocks = ~~\$187.50251.25~~
Industrial Customers: (~~\$0.0250.0335~~/kWh) * x 50 kWh/block x 2,000 blocks = ~~\$2,500.003,350.00~~

* Estimated fixed solar annual average avoided energy price (subject to change annually) Example of Levelized Fuel Factor at Secondary Metering (subject to change – See Sheet No. 6.105).

Terms of Payment:

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

Term of Service:

The Monthly Subscription Fee will be fixed through the duration of the 5-year pilot program and each subscription will automatically renew each month, unless the Customer notifies the Company of their desire to cancel.

Special Provisions:

1. The location, Renewable Energy Credits (RECs) apportionment, and power produced from the Solar facilities shall be controlled by Duke Energy and may not be specifically delivered to the Customer, but may displace power that would have been otherwise produced from DEF's generation resource portfolio.
2. Customers will continue to be billed for all of their electricity consumption at the applicable retail rate and will see the bill credits for solar facility production.
3. Customers may cancel, or modify their participation with 30-day written notice, without any charge.
4. 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 the Company assign Bill Credits or Subscription Fees to any party other than the original subscribing customer.
5. If the customer is delinquent on paying the Subscription Fee for at least 2 months, the Company reserves the right to terminate the customer's participation in the Shared Solar Program. Customers will not be subject to disconnection of retail energy service with non-payment of subscription fees.
6. In the event that the customer transfers their electric service to a different location within Duke Energy Florida's (DEF's) service area, the customer's subscription shall be transferred to the new service location.

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Managing Director Rates & Regulatory Strategy – FL

EFFECTIVE: ~~December 1, 2018~~



7. If, for any reason, the customer moves to a location outside of DEF's service area and discontinues electric service with DEF, the customer shall be released from any obligation to pay DEF any subsequent Subscription Fees. The customer or the Company shall not be entitled to a refund for Subscription Fees but will receive corresponding Bill Credits which have already been billed.

(Continued on Page No. 2)

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EFFECTIVE: ~~December 1, 2018~~



RATE SCHEDULE SOL-1
SHARED SOLAR RIDER
EXPERIMENTAL PILOT PROGRAM
(Continued From Page No. 1)

8. The Company will retain ownership of the RECs and all other environmental attributes including but not limited to carbon emission reduction credits, which will not be otherwise sold by the Company. Customers may request to have RECs deposited into a designated account at their own expense, shall not certify any environmental or renewable attributes in conjunction with the Shared Solar Program and will render the Customer's environmental or renewable attributes unavailable for future sale, trading or other use upon the Customer's payment of the Monthly Subscription Fee.
9. In the event that the Shared Solar Pilot Program is discontinued or modified by the Florida Public Service Commission, the Company reserves the right to discontinue service under this Rider. In such case, the customer shall be released from any obligation to pay DEF for Subscription Fees which have yet to be billed to the customer. The customer or the Company shall not be entitled to a refund for Subscription Fees but will receive corresponding Bill Credits which have already been billed.
10. 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 Shared Solar Program.

ISSUED BY: Javier J. Portuondo, Managing Director Rates & Regulatory Strategy – FL

EFFECTIVE: ~~December 1, 2018~~

EXHIBIT B

**Clean Copy Format Tariffs
(1 Copy)**

First Revised Sheet No. 6.395

First Revised Sheet No. 6.396



**RATE SCHEDULE SOL-1
SHARED SOLAR RIDER
EXPERIMENTAL PILOT PROGRAM**

Availability:

This Rider is available to all Customers throughout the entire service area served by the Company on a first come first served basis subject to subscription availability. Customers may subscribe to individual blocks, of 50 kWh per month, of output from solar photovoltaic (PV) facilities owned and operated by Duke Energy Florida. Multiple subscriptions may be purchased up to a maximum of 25 blocks per month for residential, 150 blocks for commercial and 2,000 blocks for industrial customers. Application for service under this tariff is available to qualifying customers throughout the 5 year pilot period. The Company reserves the right to close or temporarily suspend the program to new applicants at any time during the 5-year availability period.

Applicable:

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

Rate: Monthly Subscription Fee per block: \$3.10

Bill Credit:

Participating Customers will receive a monthly bill credit for each subscription purchased. The monthly bill credit will be based on DEF's Levelized Fuel Factor at Secondary Metering (See Sheet No. 6.105).

Example Calculation for Maximum Monthly Bill Credit

Residential Customers: $(\$0.0335/\text{kWh}) \times 50 \text{ kWh/block} \times 25 \text{ blocks} = \41.87
Commercial Customers: $(\$0.0335/\text{kWh}) \times 50 \text{ kWh/block} \times 150 \text{ blocks} = \251.25
Industrial Customers: $(\$0.0335/\text{kWh}) \times 50 \text{ kWh/block} \times 2,000 \text{ blocks} = \$3,350.00$

* Example of Levelized Fuel Factor at Secondary Metering (subject to change – See Sheet No. 6.105).

Terms of Payment:

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

Term of Service:

The Monthly Subscription Fee will be fixed through the duration of the 5-year pilot program and each subscription will automatically renew each month, unless the Customer notifies the Company of their desire to cancel.

Special Provisions:

1. The location, Renewable Energy Credits (RECs) apportionment, and power produced from the Solar facilities shall be controlled by Duke Energy and may not be specifically delivered to the Customer, but may displace power that would have been otherwise produced from DEF's generation resource portfolio.
2. Customers will continue to be billed for all of their electricity consumption at the applicable retail rate and will see the bill credits for solar facility production.
3. Customers may cancel, or modify their participation with 30-day written notice, without any charge.
4. 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 the Company assign Bill Credits or Subscription Fees to any party other than the original subscribing customer.
5. If the customer is delinquent on paying the Subscription Fee for at least 2 months, the Company reserves the right to terminate the customer's participation in the Shared Solar Program. Customers will not be subject to disconnection of retail energy service with non-payment of subscription fees.
6. In the event that the customer transfers their electric service to a different location within Duke Energy Florida's (DEF's) service area, the customer's subscription shall be transferred to the new service location.
7. If, for any reason, the customer moves to a location outside of DEF's service area and discontinues electric service with DEF, the customer shall be released from any obligation to pay DEF any subsequent Subscription Fees. The customer or the Company shall not be entitled to a refund for Subscription Fees but will receive corresponding Bill Credits which have already been billed.

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EFFECTIVE:



**RATE SCHEDULE SOL-1
SHARED SOLAR RIDER
EXPERIMENTAL PILOT PROGRAM
(Continued From Page No. 1)**

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9. In the event that the Shared Solar Pilot Program is discontinued or modified by the Florida Public Service Commission, the Company reserves the right to discontinue service under this Rider. In such case, the customer shall be released from any obligation to pay DEF for Subscription Fees which have yet to be billed to the customer. The customer or the Company shall not be entitled to a refund for Subscription Fees but will receive corresponding Bill Credits which have already been billed.
10. 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 Shared Solar Program.

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EFFECTIVE: