



Dianne M. Triplett  
Deputy General Counsel

October 9, 2018

**VIA ELECTRONIC FILING**

Ms. Carlotta Stauffer, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: *Duke Energy Florida, LLC's Petition for Declaratory Statement regarding PURPA solar qualifying facility power purchase agreements*; Docket No. 20180169-EQ

Dear Ms. Stauffer:

Enclosed for filing in the above-referenced Docket on behalf of Duke Energy Florida, LLC ("DEF") is DEF's Reply to Ecoplexus, Inc.'s Response in Opposition to Petition for Declaratory Statement.

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/cm  
Enclosure

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Declaratory Statement  
by Duke Energy Florida, LLC, Regarding  
PURPA Solar Qualifying Facility Power  
Purchase Agreements

Docket No. 20180169-EQ

Filed: October 9, 2018

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**DUKE ENERGY FLORIDA, LLC’S REPLY TO ECOPLEXUS, INC’S  
RESPONSE IN OPPOSITION TO PETITION FOR DECLARATORY STATEMENT**

Duke Energy Florida, LLC (“DEF” or “the Company”), pursuant to Rule 28-105.0027(1), F.A.C., hereby replies to Ecoplexus, Inc.’s (“Ecoplexus”) Response in Opposition to DEF’s Petition for Declaratory Statement (“Petition”) filed on October 2, 2018, with the Florida Public Service Commission (“Commission”) in the above-referenced docket (“Response in Opposition”).

Many of the arguments raised by Ecoplexus in its Response in Opposition were either raised in its Motion to Intervene or by other parties/interested persons in their filings in this docket. Accordingly, and for efficiency, DEF will not repeat its responses to those arguments here; rather, DEF incorporates by reference its previous responses<sup>1</sup> and limits this response to new arguments raised by Ecoplexus regarding alleged discrimination against solar QFs, avoided cost calculation under well-established Commission rules and practice, the appropriateness of a declaratory statement as the mechanism to gain clarity on these issues, consistency with orders from other jurisdictions, whether DEF and the Commission should address reliability concerns now rather than wait to utilize the Commission’s over-subscription rules, and the lowest cost possible of providing solar generation to DEF’s customers.

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<sup>1</sup> See *Duke Energy Florida, LLC’s Response to Ecoplexus, Inc.’s Motion to Intervene*, Docket No. 20180169-EQ (Oct. 1, 2018); *Duke Energy Florida, LLC’s Response to Vote Solar’s Motion for Leave to File Amicus Curiae Memorandum and Amicus Curiae Memorandum*, Docket No. 20180169-EQ (Oct. 8, 2018).

1. There are multiple ways for a solar company to transact with DEF. If a solar company intends to enter into a PPA with DEF as a QF pursuant to PURPA, it may execute DEF's as-available tariff for non-firm energy only, execute DEF's Standard Offer Contract, or it may negotiate with DEF based on either the As-Available (COG-1) Tariff or the Standard Offer Contract (COG-2) pricing for firm capacity and energy from small power producers or other QFs less than 100 kW (which is based on the incremental cost and operation of DEF's system and next fossil-fueled generating unit, not a solar unit). The length of the fixed price period for QF payments under a negotiated solar QF PPA is the subject of DEF's Petition. If, however, a solar company wants to negotiate with DEF as an Exempt Wholesale Generator (EWG) for a wholesale renewable PPA, such negotiations would not be underpinned by the strict requirements of the PURPA regulations. The parties could agree to a multitude of contractual provisions, which could not be otherwise required under PURPA, to ensure that the resulting PPA provides the equivalent value to DEF customers as a DEF-owned solar facility.<sup>2</sup> Given the number of solar QFs, including Ecoplexus, that have made various proposals to DEF for solar projects, DEF is considering issuing a market survey to evaluate proposals to meet DEF's need for additional renewable generating capacity in the 2022 timeframe. A solar company, such as Ecoplexus, is free to compete in that market survey for a longer-term PPA, provided that the level of commitment matches the DEF-owned solar facility.

2. Ecoplexus, as demonstrated by their arguments, wants to conflate the two types of solar PPAs and impose a requirement on DEF that it enter into long-term PURPA PPAs at fixed

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<sup>2</sup> Ecoplexus claims that it has offered to sell all attributes of several solar projects to DEF, as well as to match the operating characteristics of the DEF-owned solar units. *See Response in Opposition at 7*. DEF is unable to provide specifics about these offers without disclosing information that Ecoplexus has previously indicated is confidential, but these statements are not entirely true. The details of certain terms and conditions are missing or vague where DEF cannot confirm the level of commitment Ecoplexus is willing to make to DEF customers. As such, DEF cannot demonstrate that the offers will provide fuel diversity, fuel price stability, and energy security considering the technical reliability, viability, and financial stability of the QF.

pricing that is inconsistent with Commission rules and precedent and does not provide the level of commitment to deliver fuel diversity, fuel price stability, or energy security to DEF customers that a DEF-owned facility will provide. DEF's Petition does not discriminate against QFs in favor of DEF-owned generation, contrary to Ecoplexus' argument. *See Response in Opposition at 30.*<sup>3</sup> First, the Commission's rules for negotiated QF contracts do not require that DEF enter into a long-term fixed price contract for the term of a particular planned generating unit (which would be 30 years, the life of a solar unit, according to Ecoplexus' argument). In fact, the rules only permit that prices be one hundred percent fixed for one year at time;<sup>4</sup> DEF is offering solar QFs a fixed price period for two years, with a potential priority renewal, as a compromise that ensures the solar QF receives a fixed rate at the time the PURPA PPA obligation is incurred and does not exceed DEF's QF avoided cost. Second, with respect to QF pricing, DEF has complied with current Commission rules, which provide that the pricing for an avoided unit under PURPA is based on DEF's system incremental costs including the cost and operation of DEF's next avoidable fossil-fueled generating unit, not the next solar unit.<sup>5</sup> While Ecoplexus is correct that the Commission rules and past orders obligate the utility to negotiate with QFs regarding the deferral of any planned generating unit,<sup>6</sup> the QF's payment rate or DEF's cost upon which that

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<sup>3</sup> Ecoplexus claims that DEF-owned solar facilities impose the same risk to DEF customers as QFs. *See Response in Opposition at 41.* As explained in greater detail in DEF's response to Vote Solar's Motion for Leave to File Amicus Curiae, this is not true. DEF can develop its own solar facilities in locations that minimize system impacts and ensure proper construction standards, operation, and maintenance of said facilities to ensure sustainable fuel diversity and fuel price stability for the benefit of all of DEF customers. Docket No. 20180169-EQ (Oct. 8, 2018). Moreover, DEF also has regulatory and reliability obligations to provide dependable service to customers and its costs for doing so are recovered with direct Commission oversight, as compared to QFs over which the Commission has limited authority.

<sup>4</sup> Fla. Admin. Code Ann. 25-17.0832(4)(g), (6).

<sup>5</sup> Fla. Admin. Code Ann. 25-17.250(1) ("A separate standard offer contract shall be based on the next avoidable fossil fueled generating unit of each technology type identified in the utility's Ten-Year Site Plan"); *see also* Order No. PSC-2017-0336-PAA-EQ, Docket No. 20170072-EQ (Aug. 24, 2017) ("[Commission] Rules 25-17.200 through 25-17.310, Florida Administrative Code (F.A.C.), implement the statute and require each IOU to filed with the Commission, by April 1 of each year, a standard offer contract based on the next avoidable fossil fueled generating unit of each technology type identified in the Utility's current Ten-Year Site Plan.").

<sup>6</sup> *See* Fla. Admin. Code Ann. 25-17.0832(2).

QF contract is based is the avoided capacity and energy cost associated with the operation of an avoidable fossil-fueled generating unit. The Standard Offer Contract is based on DEF's next fossil-fueled generating unit, and, as demonstrated by more recent orders, DEF utilizes its Standard Offer Contract payment methodology as the starting point for negotiated contracts. *See* Order No. PSC-2017-0336-PAA-EQ and Order No. PSC-2018-0314-PAA-EQ, at 2 (“The standard offer contract may also serve as a starting point for negotiation of contract terms by providing payment information to an RF/QF operator, in a situation where one or both parties desire particular contract terms other than those established in the standard offer.”) (emphasis added). Accordingly, the rules and order cited by Ecoplexus<sup>7</sup> do not stand for the proposition that DEF must base its avoided cost on any planned generating unit; rather, they mean that it must, when setting the price offered to the QF, consider whether the QF's negotiated terms and conditions under the PURPA PPA could defer any planned generating unit.

3. Even if DEF accepted Ecoplexus' argument that the QF avoided cost payment rate must be based on the next planned DEF-owned solar unit, that next planned solar generating unit would not include any solar facilities that are defined by the 700 MW provided for in DEF's 2017 Revised Rate Settlement. The Commission approved that global rate settlement as a whole, finding that it is in the public interest. It includes much larger exchanges in value and commitments and heavily negotiated “gives and takes” for the benefit of DEF customers; and as part of that deal, DEF is specifically permitted to recover the costs of up to 700 MW of DEF-owned solar generation that DEF constructs or acquires as long as certain requirements are met. As such, notwithstanding the 700 MW of DEF-owned solar generation cannot be avoided or deferred by PURPA solar PPAs or wholesale solar PPAs, DEF's solar project development is

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<sup>7</sup> *See Response in Opposition at 18-19.*

already underway for all of the solar facilities eligible for cost recovery under the solar base rate adjustment mechanism described in DEF's Settlement.

4. DEF also disagrees with Ecoplexus' allegations that DEF's pricing offer amounts to an energy only payment. *See Response in Opposition at 8, 21-22.* Once again the Standard Offer Contract Rules, 25-17.250 and 25-17.0832, F.A.C., govern the payments that DEF can make to a QF. Specifically, Rule 25-17.0832(5)(a), F.A.C. states that "[P]rior to the in-service date of the avoided unit, the qualifying facility may sell as-available energy to any utility." Commission Rule 25-17.250(6)(a), F.A.C. further provides that "as-available energy payments made prior to the in-service date of the [standard offer] avoided unit shall be based on the utility's year-by-year projections of system incremental fuel cost..." The in-service date of DEF's current standard offer avoided unit is June 1, 2027, so in compliance with the rules and DEF's Standard Offer Contract, DEF has offered to pay solar QFs a fixed price for their solar energy for a two-year period with a priority renewal (since DEF will continue to have a purchase obligation under PURPA after the two-year period elapses). As explained in DEF's petition, Rule 25-17.250(6)(a) and (b), F.A.C. also describes how the Commission addresses QF financing of renewable generating facilities. The rule provides that energy payments made to the renewable QF prior to the in-service date of the standard offer avoided unit are allowed to be fixed, year-by-year. As further explained in DEF's Petition, DEF is seeking approval that extending the annual as-available energy payment projection to a two-year period is both still in compliance with the Commission rules and contains the equivalent risk to DEF customers already vetted and deemed acceptable under the variable or floating priced standard offer payments.

5. With respect to Ecoplexus' arguments that DEF's declaratory statement is an attempt to change the rules<sup>8</sup>, DEF disagrees for the reasons set forth in its Petition and in responses to other filings in this proceeding. Likewise, DEF disputes the contention that its declaratory statement is based on hypothetical facts. *See Response in Opposition at 13-14*. Indeed, DEF finds it odd that Ecoplexus, which admits that it has requested long-term contracts, at 100 percent fixed prices from DEF for its projects, would argue that DEF's request for certainty as to the appropriate length of time for a 100 percent fixed price QF solar PPA is "hypothetical." This is a real controversy, one that must be resolved by the Commission given the uncertainty in the rule and order that DEF cites in its Petition and more recent Federal Energy Regulatory Commission ("FERC") proceedings limiting various contractual conditions that DEF would have typically negotiated with QFs in the past. Notwithstanding the appropriateness of a declaratory statement as the method for DEF to obtain this certainty, DEF may be amenable to a rulemaking workshop to fully vet the issues related to the real nature of: i) the unprecedented influx of solar QF interconnection requests; (ii) clarifying FERC rulings and orders post 2007; and (iii) how to reasonably promote and advance clean energy and renewables in Florida in a balanced way, which both protects the economic viability of Florida's existing renewable facilities while at the same time ensures customer rates are fair and just.

6. Ecoplexus also mischaracterizes the FERC precedent to suggest that the Commission's approval of a two-year fixed price period would be inconsistent with PURPA. *See Response in Opposition at 27-28*. As described in the Petition, FERC has been clear that states have a wide degree of latitude in implementing PURPA and FERC has never specified a minimum or maximum term of contract that must be offered to all QFs. *Petition at 19*. Ecoplexus also fails to reconcile its position with the fact that a two-year fixed price period in a QF PPA

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<sup>8</sup> *See Response in Opposition at 11-13*.

clearly aligns with how other states have implemented PURPA, including numerous other states in the Southeast. *Petition* at 14-15.

7. Ecoplexus specifically argues that the FERC has rejected a “virtually identical” proposal in its 2014 *Hydrodynamics* declaratory order. *See Hydrodynamics, Inc.*, 146 FERC ¶ 61,193, (2014). In that case, a QF challenged the Montana Public Service Commission’s order implementing a 50 MW capacity limit for competitively procuring long-term contract from wind QFs. Importantly, under the Montana rules at issue, QFs with a capacity of 10 MW or greater could only receive a longer-term fixed priced contract for *capacity and energy* if they “win a competitive solicitation” even though no such solicitation had occurred for over 10 years. *Id.* at p. 8. This 50 MW size cap and competitive solicitation rule were the predominant issues before FERC. *Id.* at p. 11. FERC’s decision evidences this: “we elect to also issue a declaratory order finding that the 50 MW installed capacity limit and the Montana Rule are inconsistent with PURPA and the Commission’s regulations under PURPA.” *Id.* at p. 30. However, the 18-month *energy-only* PPA option noted in the Petitioner’s Response in Opposition is mentioned for the first time at paragraph 34 in FERC’s 35-paragraph order as an unsatisfactory option for QFs subject to the 50 MW size cap and competitive solicitation rule requirements in Montana. *Id.* at p. 34. The issue decided by FERC in *Hydrodynamics* is not at all “virtually identical” nor persuasive regarding DEF’s request. DEF is seeking Commission guidance and clarity on DEF’s current solar QF business practices, where negotiated solar QF PPAs are priced at DEF’s forecasted QF avoided costs for both capacity and energy over a fixed two-year period for all sized solar QFs that do not exceed 80 MW as mandated by FERC.

8. On pages 33-36, Ecoplexus argues that DEF would not be forced to buy all the PURPA solar QF generation that is currently in its state and FERC generator interconnection



queues. Ecoplexus has not explained—and DEF fails to understand under the PURPA framework—how this is the case. As FERC recognized in the *Hydrodynamics* cited by Ecoplexus, “a QF . . . has the unconditional right to choose whether to sell its power ‘as available’ or at a forecasted avoided cost rate pursuant to a legally enforceable obligation.” *Hydrodynamics, supra* at p. 31. While DEF, on behalf of its customers, must purchase the output of all QFs offered to the utility under PURPA, this Commission, as noted above, has “latitude” in setting the rates and terms for PURPA purchases to balance PURPA’s objective of non-discriminatory encouragement of QFs with the risks of over-payment that would impose unjust and unreasonable obligations on DEF customers. Setting a policy that over-encourages solar QF development that results in unaccounted for “must-take” solar energy could, in fact, obligate DEF to purchase more near-term unplanned and unanticipated solar energy, evidenced by the real amount of solar generators currently in the DEF interconnection queues, where customers will not be held harmless under PURPA and DEF must implement real procedures to mitigate system operational issues at some threshold. *Petition* at 6. Ecoplexus is also oversimplifying DEF’s concern with respect to its obligations to purchase this QF power. DEF is concerned not only about the grid reliability impact of such a large volume of solar on its system, but also about the impact to customer bills.<sup>9</sup> Each solar QF PPA DEF executes, on behalf of its customers has an impact on the calculation of future QF avoided cost. There is an inverse relationship between the amount of solar QF energy DEF purchases, on behalf of its customers, and the calculation of DEF’s forecasted hourly QF avoided energy costs associated

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<sup>9</sup> Ecoplexus argues that DEF does not need to purchase unnecessary capacity from a QF. *See Response in Opposition* at 35-36 (citing *City of Ketchikan, Alaska*, 94 F.E.R.C. P 61293, 2001 WL 275023 at \*6 (Mar. 15, 2001)). As Ecoplexus acknowledges, *Ketchikan* involved FERC granting limited *waiver* of certain PURPA regulations that would otherwise disrupt the sale of hydroelectric projects pursuant to recent legislation. *Id.* at \*2. Ecoplexus also fails to acknowledge the unique circumstances in *Ketchikan* and FERC’s determination that “there is no obligation under PURPA for a utility to enter contracts to make purchases which would result in rates which are not ‘just and reasonable to electric consumers of the electric utility and in the public interest,’” which is precisely the type of contracts DEF is trying to avoid through its *Petition*. *Id.* at \*5.

with all as-available QF energy, such that as the “megawatt block size” under Rule 25-17.0825 increases, the QF avoided cost payment rates will generally decrease. *See DEF’s Petition at pp. 12-13.* Second, DEF is concerned about using the Commission’s rule on renewable QF oversubscription relief or subscription limits as a preemptive measure prior to utilizing last-resort minimum load emergency QF curtailments to address the influx of solar QF generation. The system impacts to grid reliability from so much solar QF generation interconnected on its system are real, as experienced in DEF’s history. *See id. at p. 12, fn. 20.* This is why DEF’s Petition proposes a paced and stepwise approach to fairly address the potential influx of unplanned solar QF generation on its system that will impact DEF’s hourly avoided energy costs associated with as-available energy.

9. DEF also disputes Ecoplexus’ characterization of the US EcoGen order. *See Response in Opposition at 38-40.* As DEF has stated previously, the standard offer QF payment information (not term) provides the starting point for negotiated QF contracts, and the standard offer fixed payment options are based on a utility’s system incremental fuel costs (*see* Rule 25-17.250(6)(a), F.A.C.) and the operation of the next avoidable fossil-fueled generator. As a result, the fixed QF energy price is dependent upon the price of fuel. As characterized by Ecoplexus, the US EcoGen order “identified and expressed concern with the risks of fixed energy payments” and that is exactly what solar QFs including Ecoplexus have discussed, proposed, or requested. In addition, while fuel costs were the driving factor in the US EcoGen case for price risk, there are other drivers of price risk or volatility that DEF, and the Commission, must consider, such as the risk of a changing megawatt block size, weather, fuel extraction technology advancements, fuel transportation risks, market conditions, the US economy, and the global economy.

10. Granting DEF's Petition would not result in a violation of the renewable energy statute, nor would it violate DEF's duty to provide service at the lowest possible cost, contrary to Ecoplexus' argument. *See Response in Opposition at pp. 43-44.* First, the determination of whether a project is the "lowest possible cost" must consider whether the projects being compared are equivalent or provide the same value. As stated above and in other filings, DEF-owned solar facilities have inherent value to DEF customers beyond PURPA solar QF contracts that do not offer the same level of commitment or grid focus to DEF customers. DEF-owned, operated, and maintained solar facilities will provide DEF customers with reliable, flexible, and long-term emission free energy. In addition, with respect to the 700 MW of DEF-owned solar generation negotiated under DEF's 2017 Revised Rate Settlement Agreement, the Commission approved that global settlement as a whole, finding that it is in the public interest. It includes heavily negotiated compromises for the benefit of customers; and as part of that deal, DEF is permitted to recover the costs of up to 700 MW of solar generation as long as certain requirements are met. If DEF meets those requirements, it will have satisfied its obligation to provide the "lowest possible cost," given the framework of the 2017 Settlement Agreement. Finally, the "lowest possible cost" must take into account other considerations, such as those explained in DEF's Petition about the impact of an influx of new uncontrolled solar QF PPAs on grid and system reliability and price. Ecoplexus' claim that its stand-alone "must-take" energy PPA offer(s) are less expensive than DEF's self-build solar generation and, therefore, it should be awarded those PPAs is overly-simplistic and fails to take into account the impact of other solar QFs in Florida. Ecoplexus is not the only solar QF, and any QF PPA that DEF, on behalf of its customers, executes with them will have downstream impacts on the costs DEF customers will have to bear.

11. Therefore, on behalf of its customers, and for all the reasons included in DEF's Petition, this filing, and other responses it has made in this proceeding, DEF respectfully requests that the Commission grant its Petition for a Declaratory Statement.

Respectfully submitted,

*/s/ Dianne M. Triplett*  
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DIANNE M. TRIPLETT  
299 First Avenue North  
St. Petersburg, FL 33701  
T: 727.820.4692; F: 727.820.5519  
E: [Dianne.Triplett@Duke-Energy.com](mailto:Dianne.Triplett@Duke-Energy.com)

MATTHEW R. BERNIER  
106 East College Avenue, Suite 800  
Tallahassee, FL 32301  
T: 850.521.1428; F: 727.820.5519  
E: [Matthew.Bernier@Duke-Energy.com](mailto:Matthew.Bernier@Duke-Energy.com)

Attorneys for Duke Energy Florida, LLC

**CERTIFICATE OF SERVICE**  
***(Dkt. No. 20180169-EQ)***

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the following by electronic mail this 9<sup>th</sup> day of October, 2018, to all parties of record as indicated below.

/s/ Dianne M. Triplett  
Attorney

<p>Rosanne Gervasi Office of General Counsel Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 <a href="mailto:rgervasi@psc.state.fl.us">rgervasi@psc.state.fl.us</a></p> <p>J. R. Kelly / C. Rehwinkel Office of Public Counsel c/o The Florida Legislature 111 West Madison St., Rm. 812 Tallahassee, FL 32399 <a href="mailto:kelly.jr@leg.state.fl.us">kelly.jr@leg.state.fl.us</a> <a href="mailto:rehwinkel.charles@leg.state.fl.us">rehwinkel.charles@leg.state.fl.us</a></p> <p>Robert Scheffel Wright / John T. LaVia, III (Ecoplexus) 1300 Thomaswood Dr. Tallahassee, FL 32308 <a href="mailto:jlavia@gbwlegal.com">jlavia@gbwlegal.com</a> <a href="mailto:schef@gbwlegal.com">schef@gbwlegal.com</a></p> <p>Paul Esformes (Ecoplexus, Inc.) 807 East Main St., Ste. 6-050 Durham, NC 27701 <a href="mailto:pesformes@ecoplexus.com">pesformes@ecoplexus.com</a></p> <p>Robert Fallon (Ecoplexus) Engleman Fallon, PLLC 1717 K St., N.W., Ste. 900 Washington, DC 20006 <a href="mailto:rfallon@efenergy.com">rfallon@efenergy.com</a></p> <p>Marsha E. Rule (Vote Solar / SEIA) 119 South Monroe St., Ste. 202 Tallahassee, FL 32301 <a href="mailto:marsha@rutledge-ecenia.com">marsha@rutledge-ecenia.com</a></p>	<p>Rich Zambo (Vote Solar / SEIA) Rich Zambo, P.A. 2336 S.E. Ocean Blvd., No. 309 Stuart, FL 34966 <a href="mailto:richzambo@aol.com">richzambo@aol.com</a></p> <p>George Cavros, Esq. (SACE) 120 E. Oakland Park Blvd., Ste. 105 Fort Lauderdale, FL 33334 <a href="mailto:george@cavros-law.com">george@cavros-law.com</a></p> <p>Heather Curlee (SEIA) Wilson Sonsini Goodrich &amp; Rosati, P.C. 701 Fifth Ave., Ste. 5100 Seattle, WA 98104 <a href="mailto:hcurlee@wsgr.com">hcurlee@wsgr.com</a></p> <p>Dylan Casey (Hardee Dydo Solar) P.O. Box 59225 Birmingham, AL 35259 <a href="mailto:dcasey@beaufortrosemary.com">dcasey@beaufortrosemary.com</a></p> <p>Lindsay Latre (esaSolar) 108 Commerce St., Ste. 105 Lake Mary, FL 32746 <a href="mailto:Llatre@esa-solar.com">Llatre@esa-solar.com</a></p> <p>Daniel Ros / Justin Vandenbroeck (Renergetica) 108 Commerce St., Ste. 105 Lake Mary, FL 32746 <a href="mailto:daniel.ros@renergetica.com">daniel.ros@renergetica.com</a> <a href="mailto:justin@renergetica.cloud">justin@renergetica.cloud</a></p>
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