BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of amended standard offer contract (Schedule COG-2) and amended interconnection agreement, by Duke Energy Florida, LLC. DOCKET NO. 20190079-EQ ORDER NO. PSC-2019-0277-PAA-EQ ISSUED: July 15, 2019

The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman JULIE I. BROWN DONALD J. POLMANN GARY F. CLARK ANDREW GILES FAY

NOTICE OF PROPOSED AGENCY ACTION ORDER APPROVING DUKE ENERGY FLORIDA, LLC'S PETITION TO AMEND STANDARD OFFER CONTRACT (SCHEDULE COG-2) AND AMEND INTERCONNECTION AGREEMENT

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code (F.A.C.).

Background

Section 366.91(3), Florida Statutes (F.S.), requires that each investor-owned utility (IOU) continuously offer to purchase capacity and energy from renewable energy generators (RF) and small qualifying facilities (QF). Florida Public Service Commission (Commission) Rules 25-17.200 through 25-17.310, Florida Administrative Code (F.A.C.), implement the statute and require each IOU to file with us 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.

On April 1, 2019, Duke Energy Florida, LLC (DEF) filed a petition for approval of its amended standard offer contract and associated rate schedule COG-2, based on its 2019 Ten-Year Site Plan, and amended interconnection agreement. On June 7, 2019, DEF refiled its standard offer contract to include supplemental revisions to Sheet 9.416 in response to our first data request.¹

¹Document No. 04774-2019, filed June 7, 2017, in Docket No. 20190079-EQ.

We have jurisdiction over this standard offer contract pursuant to Sections 366.04 through 366.055 and 366.91, F.S.

Review and Decision

Rule 25-17.250, F.A.C., requires that DEF, an IOU, continuously make available a standard offer contract for the purchase of firm capacity and energy from renewable RF/QFs with design capacities of 100 kilowatts (kW) or less. Pursuant to Rule 25-17.250(1) and (3), F.A.C., the standard offer contract must provide a term of at least 10 years, and the payment terms must be based on the Utility's next avoidable fossil-fueled generating unit identified in its most recent Ten-Year Site Plan or, if no avoided unit is identified, its next avoidable planned purchase. DEF has identified a 218 megawatt (MW) natural gas-fueled combustion turbine (CT) as the next planned generating unit in its 2019 Ten-Year Site Plan. The projected in-service date of the unit is June 1, 2027.

Under DEF's standard offer contract, the RF/QF operator commits to certain minimum performance requirements based on the identified avoided unit, such as being operational and delivering an agreed upon amount of capacity by the in-service date of the avoided unit, and thereby becomes eligible for capacity payments in addition to payments received for energy. 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.

In order to promote renewable generation, we require each IOU to offer multiple options for capacity payments, including the options to receive early or levelized payments. If the RF/QF operator elects to receive capacity payments under the normal or levelized contract options, it will receive as-available energy payments only until the in-service date of the avoided unit (in this case June 1, 2027), and thereafter begin receiving capacity payments in addition to the energy payments. If either the early or early levelized option is selected, then the operator will begin receiving capacity payments earlier than the in-service date of the avoided unit. However, payments made under the early capacity payments options tend to be lower in the later years of the contract term because the net present value (NPV) of the total payments must remain equal for all contract payment options.

Table 1 contains estimates of the annual payments for each payment option available under the amended standard offer contract to an operator with a 50 MW renewable facility operating at a capacity factor of 95 percent, which is the minimum capacity factor required under the contract to qualify for full capacity payments. Normal and levelized capacity payments begin in 2027, reflecting the projected in-service date of the avoided unit (June 1, 2027).

	Energy	Capacity Payment (By Type)			
Year	Payment	Normal	Levelized	Early	Early Levelized
	\$(000)	\$(000)	\$(000)	\$(000)	\$(000)
2020	9,469	-	-	-	-
2021	8,638	-	-	-	-
2022	7,796	-	-	-	-
2023	7,172	-	-	-	-
2024	8,266	-	-	-	-
2025	9,878	-	-	2,173	2,333
2026	10,850	-	-	2,201	2,335
2027	12,413	1,674	1,788	2,230	2,337
2028	13,409	2,908	3,067	2,260	2,339
2029	13,833	2,946	3,070	2,289	2,341
2030	15,079	2,985	3,072	2,319	2,343
2031	15,656	3,024	3,075	2,350	2,346
2032	16,942	3,064	3,078	2,381	2,348
2033	17,411	3,104	3,081	2,412	2,350
2034	17,725	3,145	3,084	2,444	2,352
2035	16,807	3,187	3,087	2,476	2,355
2036	17,429	3,229	3,090	2,509	2,357
2037	18,218	3,271	3,093	2,542	2,360
2038	19,774	3,314	3,097	2,576	2,362
2039	20,956	3,358	3,100	2,610	2,365
Total	277,721	39,208	38,782	35,772	35,224
NPV (2019\$)	133,766	15,549	15,549	15,549	15,549

Table 1 – Estimated Annual Payments to a 50 MW Renewable Facility(95% Capacity Factor)

Source: DEF's response to staff's first data request.²

²Document No. 03911-2019, filed April 24, 2019, in Docket No. 20190079-EQ.

The changes made to DEF's tariff sheets are consistent with the updated avoided unit. Other revisions DEF made to its tariff sheets include: (1) financial and technical viability conditions; (2) completion/performance security requirements; (3) delivery voltage calculation methods; and (4) testing requirements.

The additional conditions to verify the RF/QF is both financially and technically viable, found on Sheet Nos. 9.416, 9.419, and 9.420, and the completion/performance security requirements, found on Sheet No. 9.425, were added to provide additional protection to both DEF and its customers. The technical viability and security requirements are consistent with conditions approved in FPL's standard offer contract.³ The financial viability requirements on Sheet No. 9.416 were modified on June 7, 2019, to provide limited exemptions from these conditions. We find that the revised financial requirements are adequate to safeguard ratepayers and should not be overly burdensome to the RF/QF.

The revisions in the Delivery Voltage section, found on Sheet No. 9.458, were made so that the delivery voltage adjustment factor will be calculated based on the current delivery efficiencies in DEF's tariff as approved by FERC. This will allow for the delivery voltage adjustment factors to stay up to date should there be any changes in DEF's Open Access Tariff subsequent to the standard offer contract filing, and will be provided within 30 days of a written request by any interested person. Changes in testing requirements, found on Sheet No. 9.710, were made to reflect the current testing requirements of modern electrical relays. This is consistent with the manufacturer's current recommendations.

In addition to the above revisions, there are a number of unsubstantial changes including updates to calendar dates, position titles, and typographical corrections. The type-and-strike format versions of the amended standard offer contract and associated rate schedule COG-2, as revised on June 7, 2019, are included as Attachment A. The amended interconnection agreement, as filed on April 1, 2019, is included as Attachment B.

The provisions of DEF's amended standard offer contract and associated rate schedule COG-2, as revised on June 7, 2019, and amended interconnection agreement, as filed on April 1, 2019, conform to all requirements of Rules 25-17.200 through 25-17.310, F.A.C. The amended standard offer contract provides flexibility in the arrangements for payments so that a developer of renewable generation may select the payment stream best suited to its financial needs.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Duke Energy Florida, LLC's petition to amend its standard offer contract and associated rate schedule COG-2, as revised on June 7, 2019, and amended interconnection agreement, as filed on April 1, 2019, is hereby approved. It is further

³Order No. PSC-2018-0316-PAA-EQ, issued June 20, 2018, in Docket No. 20180083-EQ, In re: Petition for approval of renewable energy tariff and standard offer contract, by Florida Power & Light Company.

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. Potential signatories should be aware that, if a timely protest is filed, Duke Energy Florida, LLC's standard offer contract may subsequently be revised. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 15th day of July, 2019.

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.

TLT

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

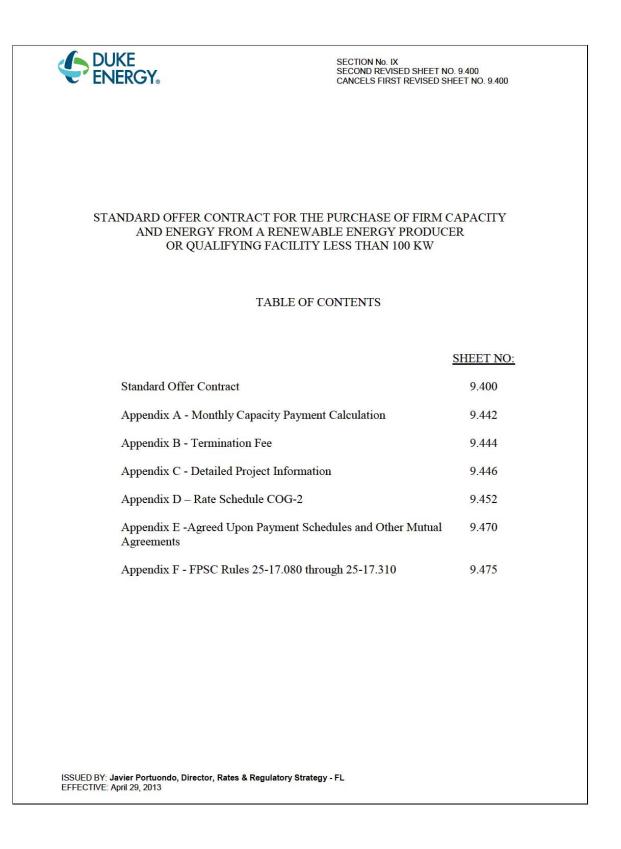
The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests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

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on <u>August 5, 2019</u>.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.



SECTION NO. IX SECOND REVISED SHEET NO. 9.401 CANCELS FIRST SHEET NO. 9.401 STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY FROM A RENEWABLE ENERGY PRODUCER OR QUALIFYING FACILITY LESS THAN 100 KW between and DUKE ENERGY FLORIDA, LLC ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL EFFECTIVE: June 5, 2018

20 		ECTION NO. IX ECOND_ <u>THIRD</u> REVISED SHEET NO.9.402 ANCELS FHRST_SECOND_REVISED SHEET NO. 9.402				
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ISSUED BY: Javier Portuondo, <u>Managing</u> Director, Rates & Regulatory Strategy - FL EFFECTIVE: April 29, 2013

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ISSUED BY: Javier Portuondo, <u>Managing</u> Director, Rates & Regulatory Strategy - FL EFFECTIVE: July 10, 2014



SECTION NO. IX FIFTH REVISED SHEET NO. 9.404 CANCELS FOURTH REVISED SHEET NO. 9.404

STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY FROM A RENEWABLE ENERGY PRODUCER OR QUALIFYING FACILITY LESS THAN 100 KW

THIS STANDARD OFFER CONTRACT FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY (hereinafter referred to as the "Contract") is made and entered _____, ____ (hereinafter referred to as the "Execution Date"), by and this day of between (hereinafter the Renewable Energy Provider/Qualifying Facility ("RF/QF"), and Duke Energy Florida,LLC d/b/a Duke Energy (hereinafter "DEF"), a private utility corporation organized and existing under the laws of the State of Florida. The RF/OF and DEF shall be individually identified herein as the "Party" and collectively as the "Parties". This Contract contains six Appendices which are incorporated into and made part of this Contract: Appendix A: Monthly Capacity Payment Calculation; Appendix B: Termination Fee; Appendix C: Detailed Project Information; Appendix D: Rate Schedule COG-2; Appendix E: Agreed Upon Payment Schedules and Other Mutual Agreements; and Appendix F: Florida Public Service Commission ("FPSC") Rules 25-17.080 through 25-17.310, F.A.C.

WITNESSETH:

WHEREAS, the RF/QF desires to sell, and DEF desires to purchase electricity to be generated by the RF/QF consistent with Florida Statutes 366.91 (2006) and FPSC Rules 25-17.080 through 25-17.310 F.A.C.; and

WHEREAS, the RF/QF will acquire an interconnection/transmission service agreement with the utility in whose service territory the Facility is to be located, pursuant to which the RF/QF assumes contractual responsibility to make any and all transmission-related arrangements (including ancillary services) between the RF/QF and the Transmission Provider for delivery of the Facility's firm capacity and energy to DEF. The Parties recognize that the Transmission Provider may be DEF and that the transmission service will be provided under a separate agreement; and

WHEREAS, the FPSC has approved this Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer; and

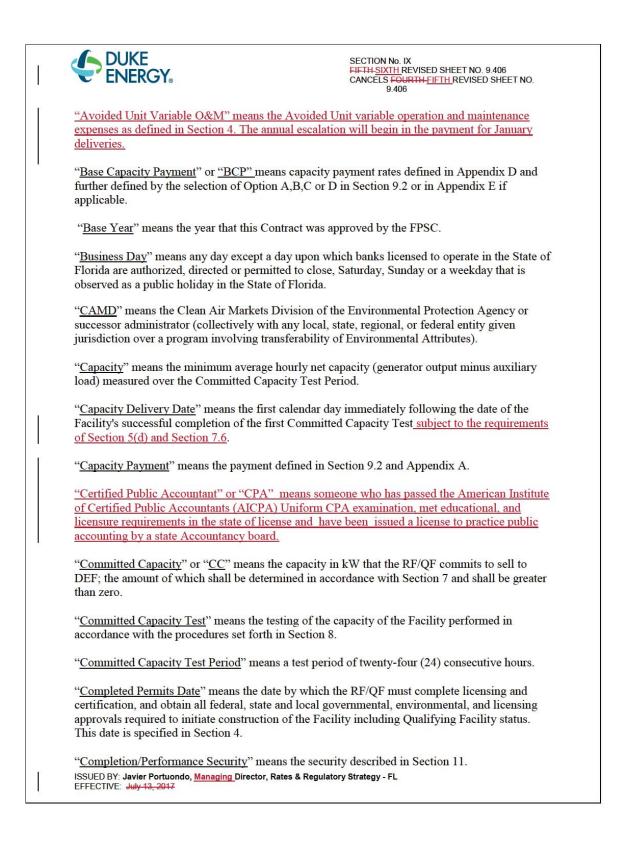
WHEREAS, the RF/QF guarantees that the Facility is capable of delivering firm capacity and energy to DEF for the term of this Contract in a manner consistent with the provision of this Contract;

NOW, THEREFORE, for mutual consideration the Parties agree as follows:

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL EFFECTIVE: June 5, 2018

(DUKE ENERGY.	SECTION NO. IX <u>THIRD SECOND</u> REVISED SHEET NO. 9.405 CANCELS HIRST SECOND 9.405
1.	Definitions	
"AFF	<u>R</u> " means the Facility's annual fuel requirement.	
" <u>AF</u> 1	IR" means the Facility's annual fuel transportation	requirement
	nual Capacity Billing Factor" or <u>"ACBF"</u> means 12 lability Factor as further defined and explained in A	
	<u>bendices</u> " shall mean the schedules, exhibits, and are hereby incorporated by reference and made a de:	
	" <u>Appendix A</u> " sets forth the Monthly Capacity F " <u>Appendix B</u> " sets forth the Termination Fee.	Payment Calculation.
	"Appendix C" sets forth the Detailed Project Inf	formation.
	" <u>Appendix D</u> " sets forth Rate Schedule COG-2. " <u>Appendix E</u> " sets forth the Agreed Upon Agreements	
	" <u>Appendix F</u> " sets forth Florida Public Service through 25-17.310, F.A.C.	e Commission ("FPSC") Rules 25-17.080
	<u>Available Energy Rate</u> " means the rate calculated l 7.0825, F.A.C., and DEF's Rate Schedule COG-1, a ne	
finan	litor's Standard Report" means a written opinion of cial statements. The report is written in a standard oted auditing standards (GAAS).	
Agen	horization to Construct" means authorization issue acy to construct or reconstruct the Facility granted to tate of Florida and any relevant federal law.	
	<u>vided Unit</u> " means the electrical generating unit des ract is based.	scribed in Section 4 upon which this
" <u>Avo</u>	oided Unit Energy Cost" has the meaning assigned	to it in Appendix D.
" <u>Avo</u>	oided Unit Fuel Cost" has the meaning assigned to	it in Appendix D.
" <u>Avo</u> Sectio	<u>vided Unit Heat Rate</u> " means the average annual he on 4.	at rate of the Avoided Unit as defined in
	bided Unit In-Service Date" means the date upon we ed commercial operation as specified in Section 4.	hich the Avoided Unit would have
"Avo	<u>pided Unit Life</u> " means the economic life of the Av D BY: Javier Portuondo, <u>Managing</u> Director, Rates & Regulatory	

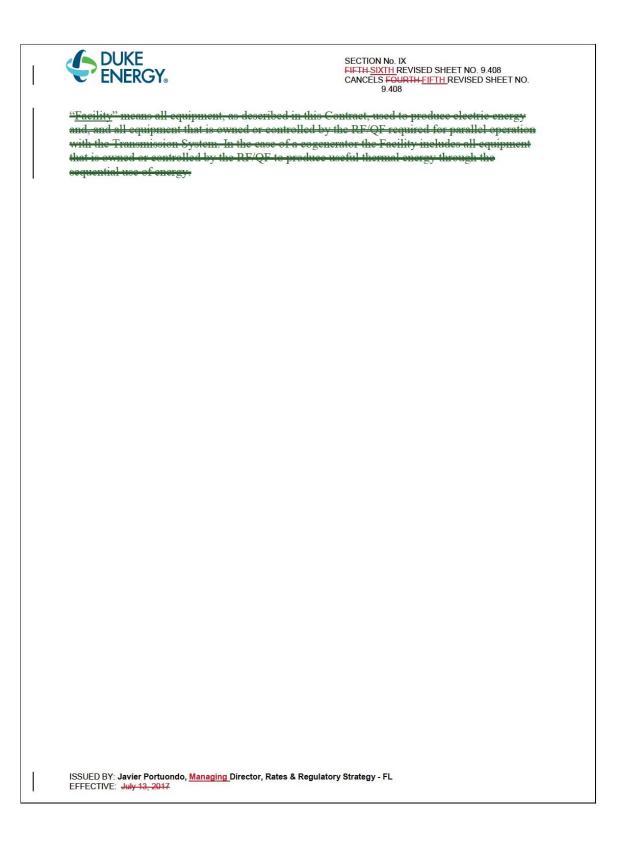


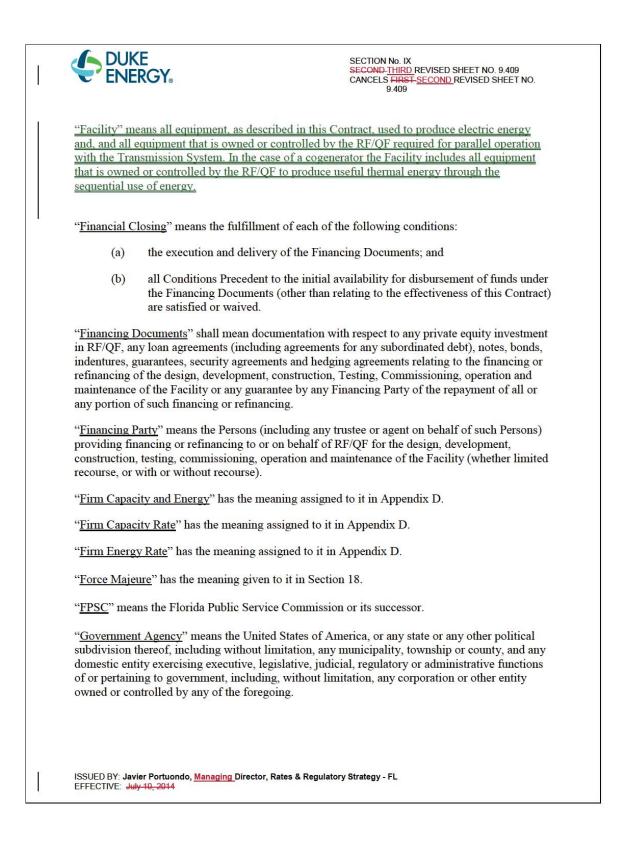


	SECTION No. IX FIFTH SIXTH REVISED SHEET NO. 9.406 CANCELS FOURTH FIFTH REVISED SHEET NO. 9.406
<u>"Conditions Precedent</u> " shall have the meaning assign <u>"Contract</u> " means this standard offer contract for the p	wehase of Firm Capacity and Energy from
a Renewable Energy Producer or Qualifying Facility w kW. <u>"Credit Support Provider"</u> means any Person that has p	ith a nameplate capacity of less than 100 rovided an RF/OF Guarantee in
connection with this Agreement.	
ISSUED BY: Javier Portuondo, <u>Managing</u> Director, Rates & Regulator EFFECTIVE: July 13, 2017	y Strategy - FL

	DUKE ENERGY.	SECTION No. IX FOURTH FIFTH REVISED SHEET NO. 9.407 CANCELS THIRD FOURTH REVISED SHEET NO. 9.407				
	"Conditions Precedent" shall have the meaning assign	ed to it in Section 5.				
	<u>"Contract" means this standard offer contract for the particular standard standard offer contract for the particular standard standard standard offer contract for the particular standard sta</u>					
	<u>"Credit Support Provider" means any Person that has</u> connection with this Agreement.	provided an RF/QF Guarantee in				
L	" <u>Creditworthy</u> " with respect to a Party or its Credit Support Provider, as applicable, means a party is rated at least BBB by Standard & Poor's (S&P), or at least Baa3 by Moody's Investor Services (Moody's). Rating shall be the unsecured, senior long-term debt rating (not supported by third party credit enhancement) or the issuer rating will be used if not available. If a Party or its Credit Support Provider, as applicable, is rated by both S&P and Moody's, then the lower of the two ratings will apply.					
	" <u>DEF</u> " has the meaning assigned to it in the opening p	paragraph of this Contract.				
	" <u>DEF Entities</u> " has the meaning assigned to it in Section 16. " <u>Demonstration Period</u> " means a sixty-hour period in which the Committed Capacity Test must be completed.					
	" <u>Distribution System</u> " means the distribution system of transformers and switchgear used for conveying electr including any part of the Transmission System.					
	" <u>Dispute</u> " shall have the meaning assigned to it in Sec	tion 20.9.				
	" <u>Drop Dead Date</u> " means the date which is twelve (12 except for the condition defined in Section 5(a)(i). The service agreements can take up to 24 months to obtain Date means the date which is twenty four (24) months	e Parties recognize that firm transmission so for Section 5(a)(i) only the Drop Dead				
	" <u>Eastern Prevailing Time</u> " or "EPT" means the time in Unites States of America, whether Eastern Standard T					
	"Effective Date" has the meaning assigned to it in Sec	tion 5.				
	" <u>Electrical Interconnection Point</u> " means the physical with the Transmission System or, if RF/QF interconner DEF's, DEF's interconnection with the Transmission other physical point on which RF/QF and DEF may ag	ects with a Transmission System other than Provider's Transmission System, or such				
	ISSUED BY: Javier Portuondo, <u>Managing</u> Director, Rates & Regulator EFFECTIVE: June 0, 2016	ry Strategy - FL				

DUKE ENERGY.	SECTION No. IX FIFTH <u>SIXTH</u> REVISED SHEET NO. 9.408 CANCELS FOURTH FIFTH REVISED SHEET NO. 9.408
	Credit from a Qualified Institution or (ii) cash deposit on of (i), and/or (ii) as outlined in Section 11.
	d by the Facility of the character commonly known as t is delivered at a nominal voltage at the Electrical
are created or otherwise arise from the Fac energy source in contrast with the generati- traditional resources. Forms of such attrib- environmental air quality credits, green cre- credits, emissions reduction credits, certifi- rights, howsoever entitled, (i) resulting fro- or other substance, including but not limite dioxide, carbon monoxide, particulate matt- or soil gas, chemical, or other substance, ai use of Energy from or by the Facility, or of Environmental Attributes include, without the Term under local, state, regional, feder the avoidance of any emission described in voluntary program, including, but not limit Climate Change and related Kyoto Protocc administered by the Clean Air Markets Div ("CAMD") or successor administrator (col	s all attributes of an environmental or other nature that ility's generation of electricity from a renewable on of electricity using nuclear or fossil fuels or other utes include, without limitation, any and all edits, renewable energy credits ("RECs"), carbon cates, tags, offsets, allowances, or similar products or m the avoidance of the emission of any gas, chemical, ed to, mercury, nitrogen oxide, sulfur dioxide, carbon ter or similar pollutants or contaminants of air, water nd (ii) attributable to the generation, purchase, sale or therwise attributable to the Facility during the Term. limitation, those currently existing or arising during al, or international legislation or regulation relevant to a this Contract under any governmental, regulatory or ted to, the United Nations Framework Convention on of or other programs, laws or regulations involving or vision of the Environmental Protection Agency lectively with any local, state, regional, or federal volving transferability of Environmental Attributes,).
" <u>Event of Default</u> " has the meaning assign	ed to it in Section 14.
" <u>Execution Date</u> " has the meaning assigne	d to it in the opening paragraph of this Contract.
Payments for Option B and D. This date is	" means the exemplary date used to calculate Capacity specified in Section 4. The actual Capacity Payments d upon the Required Capacity Delivery Date.
is the sum of (a) the Committed Capacity, use of generating unit equipment or auxili heat exchanges, duct burners and other eq	neans the total generating capacity of the Facility that and (b) the capacity required for any station service iaries, including, without limitation, cooling towers, uipment that could be used for energy production or e during the Committed Capacity Test Period and (c) e or energy production.
" <u>Expiration Date</u> " means the final date upo specified in Section 4.	on which this Contract can be executed. This date is
ISSUED BY: Javier Portuondo, Managing Director, Rat	





	DUKE ENERGY.	SECTION №. IX FOURTH-FIFTH REVISED SHEET NO. 9.410 CANCELS THIRD FOURTH 9.410				
	"IEEE" means the Institute of Electrical and Electronic	cs Engineers, Inc.				
	"Indemnified Party" has the meaning assigned to it in S	Section 16.				
	"Indemnifying Party" has the meaning assigned to it in	Section 16.				
	"Initial Reduction Value" has the meaning assigned to	it in Appendix B.				
	"Insurance Services Office" has the meaning assigned	to it in Section 17.				
	"KVA" means one or more kilovolts-amperes of electr	icity, as the context requires.				
	<u>"kW</u> " means one or more kilowatts of electricity, as the	e context requires.				
	" <u>kWh</u> " means one or more kilowatt-hours of electricity	7, as the context requires.				
ſ	"Letter of Credit" means a stand-by letter of credit from a Qualified Institution that is acceptable to DEF whose approval may not be unreasonably withheld. The Letter of Credit must provide that DEF has the right to draw on the Letter of Credit in the event that less than twenty (20) Business Days remain until its expiration and RF/QF has failed to renew the Letter of Credit or provide replacement Eligible Collateral as required under this Agreement.					
	"Licensed Professional Engineer" means a person who engineering under Chapter 471 of the Florida Statues.	is licensed to engage in the practice of				
	"LOI" means a letter of intent for fuel supply.					
	" <u>MCPC</u> " means the Monthly Capacity Payment for Op	ption A.				
	" <u>Monthly Billing Period</u> " means the period beginning month, except that the initial Monthly Billing Period sl a.m., on the Capacity Delivery Date and ending with the	nall consist of the period beginning 12:01				
	" <u>Monthly Availability Factor</u> " or " <u>MAF</u> " means the to Billing Period for which the calculation is made, divide and the total hours during the Monthly Billing Period.	tal energy received during the Monthly ed by the product of Committed Capacity				
	" <u>Monthly Capacity Payment</u> " or " <u>MCP</u> " means the pay accordance with Appendix A.	yment for Capacity calculated in				
	"MW" means one or more megawatts of electricity, as	the context requires.				
	" <u>MWh</u> " means one or more megawatt-hours of electric	ity, as the context requires.				
	ISSUED BY: Javier Portuondo, <u>Managing</u> Director, Rates & Regulatory EFFECTIVE: June 9, 2016	y Strategy - FL				



SECTION No. IX SECOND REVISED SHEET NO. 9.411 CANCELS FIRST REVISED SHEET NO. 9.411

"Option A" means normal Capacity Payments as described in Appendix D.

"Option B" means early Capacity Payments as described in Appendix D.

"Option C" means levelized Capacity Payments as described in Appendix D.

"Option D" means early levelized Capacity Payments as described in Appendix D.

"Party" or "Parties" has the meaning assigned to it in the opening paragraph of this Contract.

"<u>Person</u>" means any individual, partnership, corporation, association, joint stock company trust, joint venture, unincorporated organization, or Governmental Agency (or any department, agency, or political subdivision thereof).

"<u>Project Consents</u>" mean the following Consents, each of which is necessary to RF/QF for the fulfillment of RF/QF's obligations hereunder:

- (a) the Authorization to Construct;
- (b) planning permission and consents in respect of the Facility, and any electricity substation located at the Facility site, including but not limited to, a prevention of significant deterioration permit, a noise, proximity and visual impact permit, and any required zoning permit; and
- (c) any integrated pollution control license.

"<u>Project Contracts</u>" means this Contract, and any other contract required to construct, operate and maintain the Facility. The Project Contracts may include, but are not limited to, the turnkey engineering, procurement and construction contract, the electrical interconnection and operating agreement, the fuel supply agreement, the facility site lease, and the operation and maintenance agreement.

"<u>Prudent Utility Practices</u>" means any of the practices, methods, standards and acts (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of owners and operators of power plants of technology, complexity and size similar to the Facility in the United States) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, could have been expected to accomplish the desired result and goals (including such goals as efficiency, reliability, economy and profitability) in a manner consistent with applicable facility design limits and equipment specifications and applicable laws and regulations. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts in each case taking into account the Facility as an independent power project.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL EFFECTIVE: July 21, 2015



SECTION No. IX FOURTH REVISED SHEET NO. 9.412 CANCELS THIRD REVISED SHEET NO. 9.412

"<u>Qualifying Facility</u>" or "<u>QF</u>" means a cogenerator, small power producer, or non-utility generator that has been certified or self-certified by the FERC as meeting certain ownership, operating and efficiency criteria established by the Federal Energy Regulatory Commission pursuant to the Public Utility Regulatory Policies Act of 1978 ("PURPA"), the criteria for which are currently set forth in 18 C.F.R. § 292, *et seq.* (2006), Section 210 of PURPA, 16 U.S.C. § 824a-3 (2005), 16 U.S.C. 796 *et seq.* (2006), and Section 1253 of EPAct 2005, Pub. L. No. 109-58, § 1253, 119 Stat. 594 (2005) or, alternatively, analogous provisions under the laws of the State of Florida.

"<u>Qualified Institution</u>" means the domestic office of a United States commercial bank or trust company or the United States branch of a foreign bank having total assets of at least ten billion dollars (\$10,000,000,000) (which is not an affiliate of either party) and a general long-term senior unsecured debt rating of A- or higher (as rated by Standard & Poor's Ratings Group), or A3 or higher (as rated by Moody's Investor Services).

"<u>Rate Schedule COG-1</u>" means DEF's Agreement for Purchase of As-Available Energy and/or Parallel Operation with a Qualifying Facility as approved by the FPSC and as may be amended from time to time.

"<u>REC</u>" means renewable energy credits, green tags, green tickets, renewable certificates, tradable renewable energy credits ("T-REC") or any tradable certificate that is produced by a renewable generator in addition to and in proportion to the production of electrical energy.

"Reduction Value" has the meaning assigned to it in Appendix B.

"Remedial Action Plan" has the meaning assigned to it in Section 20.3.

"<u>Renewable Facility</u>" or "<u>RF/QF</u>" means an electrical generating unit or group of units at a single site, interconnected for synchronous operation and delivery of electricity to an electric utility, where the primary energy in British Thermal Units used for the production of electricity is from one or more of the following sources: hydrogen produced from sources other than fossil fuels, biomass, solar energy, geothermal energy, wind energy, ocean energy, hydroelectric power or waste heat from a commercial or industrial manufacturing process.

"<u>Required Capacity Deliver Date</u>" means the date specified in Appendix E. In the event that no Required Capacity Delivery Date is specified in Appendix E then the RF/QF shall achieve the Capacity Delivery Date on or before the Avoided Unit In-Service Date

"RF/QF Entities" has the meaning assigned to it in Section 16.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL EFFECTIVE: July 13, 2017



SECTION No. IX THIRD REVISED SHEET NO. 9.413 CANCELS SECOND REVISED SHEET NO. 9.413

"RF/QF Insurance" has the meaning assigned to it in Section 17.

"RF/QF Performance Security" has the meaning assigned in Section 11.

"Security Documentation" has the meaning assigned to it in Section 12.

"Term" has the meaning assigned to it in Section 3.

"<u>Termination Date</u>" means the date upon which this Contract terminates unless terminated earlier in accordance with the provisions hereof. This date is specified in Section 4.

"<u>Termination Fee</u>" means the fee described in Appendix B as it applies to any Capacity Payments made under Option B, C or D.

"Termination Security" has the meaning assigned to it in Section 12.

"Transmission Provider" means the operator(s) of the Transmission System(s) or any successor thereof or any other entity or entities authorized to transmit Energy on behalf of RF/QF from the Electrical Interconnection Point.

"Transmission System" means the system of electric lines comprised wholly or substantially of high voltage lines, associated system protection, system stabilization, voltage transformation, and capacitance, reactance and other electric plant used for conveying electricity from a generating station to a substation, from one generating station to another, from one substation to another, or to or from any Electrical Interconnection Point or to ultimate consumers and shall include any interconnection owned by the Transmission Provider or DEF, but shall in no event include any lines which the Transmission Provider has specified to be part of the Distribution System except for any distribution facilities required to accept capacity and energy from the Facility.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL EFFECTIVE: July 21, 2015



SECTION No. IX SECOND REVISED SHEET NO. 9.414 CANCELS FIRST REVISED SHEET NO. 9.414

2. Facility; Renewable Facility or Qualifying Facility Status

The Facility's location and generation capabilities are as described in Table 1 below.

TABLE 1			
TECHNOLOGY AND GENERATOR CA	TECHNOLOGY AND GENERATOR CAPABILITIES		
Location: Specific legal description (e.g., metes and bounds or other legal description with street address required)	City: County:		
Generator Type (Induction or Synchronous)			
Technology			
Fuel Type and Source			
Generator Rating (KVA)			
Maximum Capability (kW)			
Net Output (kW)			
Power Factor (%)			
Operating Voltage (kV)			
Peak Internal Load kW			

The RF/QF's failure to complete Table 1 in its entirety shall render this Contract null and void and of no further effect.

The RF/QF shall use the same fuel or energy source and maintain the status as a Renewable Facility or a Qualifying Facility throughout the term of this Contract. RF/QF shall at all times keep DEF informed of any material changes in its business which affects its Renewable Facility or Qualifying Facility status. DEF and RF/QF shall have the right, upon reasonable notice of not less than seven (7) Business Days, to inspect the Facility and to examine any books, records, or other documents reasonably deemed necessary to verify compliance with this Contract. In the event of an emergency at or in proximity to the RF/QF site that impacts DEF's system, DEF shall make reasonable efforts to contact the Facility and make arrangements for an emergency inspection. On or before March 31 of each year during the term of this Contract, the RF/QF shall provide to DEF a certificate signed by an officer of the RF/QF certifying that the RF/QF continuously maintained its status as a Renewable Facility or a Qualifying Facility during the prior calendar year.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL EFFECTIVE: April 29, 2013



3. Term of Contract

Except as otherwise provided herein, this Contract shall become effective immediately upon its execution by the Parties and shall end at 12:01 a.m. on the Termination Date, (the "Term") unless terminated earlier in accordance with the provisions hereof. Notwithstanding the foregoing, if the Capacity Delivery Date of the Facility is not accomplished by the RF/QF before the Required Capacity Delivery Date (or such later date as may be permitted by DEF pursuant to Section 7), this Contract shall be rendered null and void and DEF's shall have no obligations under this Contract.

4. Minimum Specifications and Milestones

As required by FPSC Rule 25-17.0832(4)(e), the minimum specifications pertaining to this Contract and milestone dates are as follows:

Avoided Unit	Undesignated Combustion Turbine
Avoided Unit Capacity	226 - <u>218</u> MW
Avoided Unit In-Service Date	June 1, 2027
Avoided Unit Heat Rate	10,905 12,005 BTU/kWh
Avoided Unit Variable O&M	0. <u>931716</u> ¢ per kWh in mid-201 <u>98</u> dollars escalating annually at 2.50%
Avoided Unit Life	35 years
Capacity Payments begin	Avoided Unit In-Service Date unless Option B, or D is selected or amended in Appendix E
Termination Date	May 31, 2037 (10 years) unless amended in Appendix E
Minimum Performance Standards – On Peak Availability Factor*	95%
Minimum Performance Standards – Off Peak Availability Factor	95%
Minimum Availability Factor Required to qualify for a Capacity payment	75%
Expiration Date	April 1, 20 <u>20</u> 19
Completed Permits Date	June 1, 2025
Exemplary Early Capacity Payment Date	January 1, 2025

* RF/QF performance shall be as measured and/or described in Appendix A.

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL

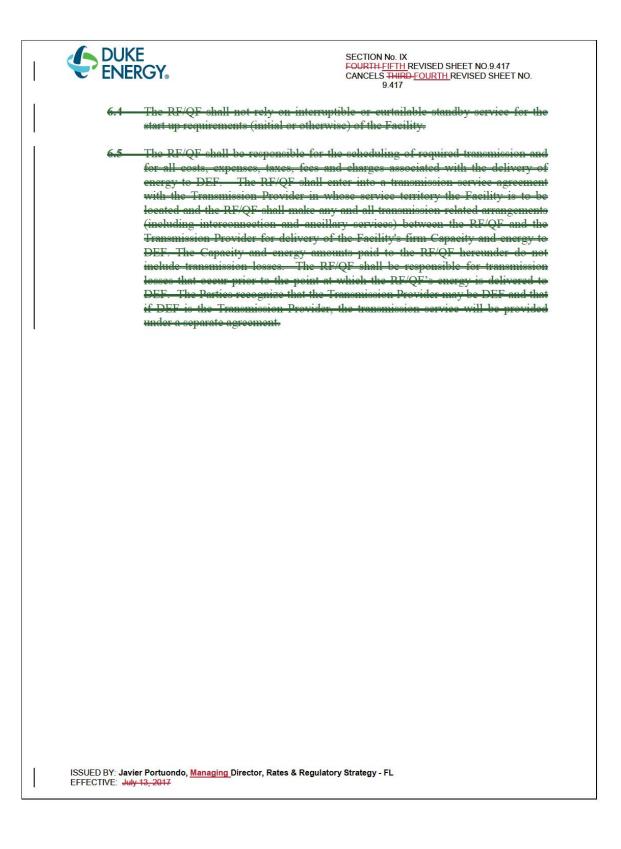
EFFECTIVE: Juno 5, 2018

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	(DUK	E SE RGY. CA	CTION No. IX <u>VENTH EIGHTH</u> REVISED SHEET NO. 9.416 NCELS SIXTH-SEVENTH 9.416
	5.	Condi	itions Precedent	5.410
	(a)		s otherwise waived in writing by DEF, on or satisfy the following Conditions Precedent:	before the Drop Dead Date, RF/QF
		(i)	RF/QF shall have obtained firm transmission Capacity and energy from the Facility to the form and substance satisfactory to RF/QF is	e Electrical Interconnection Point, in a
		(ii)	RF/QF shall have obtained the Project Con it is responsible under the terms hereof in a RF/QF in its sole discretion;	
		(iii)	RF/QF shall have entered into Financing D of the <u>entire</u> Facility and have achieved Fin satisfactory to RF/QF in its sole discretion; <u>Auditor's Standard Report for the most rece</u> <u>Public Accountant (reasonably acceptable thas a nameplate capacity of 5 MW or less,</u> <u>Government Agency or the RF/QF is a pub</u> <u>Creditworthy then an Auditor's Standard Report and a cop</u> <u>Public Accountant license;</u>	Ancial Closing in a form and substance <u>RF/QF shall have obtained an</u> ent financial year from a Certified o DEF in all respects). If the RF/QF or the RF/QF is owned by a licly traded company that is eport is not required. The RF/QF shall of Qualified Facility Contracts a copy
L.		(iv)	RF/QF shall have entered into the Project C satisfactory to RF/QF in its sole discretion;	
		(v)	RF/QF shall have obtained insurance polici Section 17;	es or coverage in compliance with
		(vi)	Each Party shall have delivered to the other documents (certified by its corporate secret and (ii) a copy of a corporate resolution app the transactions contemplated hereby and a execute this Contract on its behalf (such co corporate representative as true, complete a	ary as true, complete and up-to-date) proving the terms of this Contract and uthorizing one or more individuals to py to have been certified by its
		(vii)	RF/QF shall have obtained Qualifying Faci FERC. The RF/QF shall provide the Duke Facility Contracts a copy of the certification required to reflect subsequent changes to the	Energy Florida Director of Qualified n of QF status filing and any re-filings
		<u>(viii)</u>	RF/QF shall obtain a certificate addressed t Engineer (reasonably acceptable to DEF in technically viable. The RF/QF shall provid Qualified Facility Contracts this certificate Engineer's license.	all respects) stating the project is le the Duke Energy Florida Director of
l		D BY: Javi e TIVE: July	er Portuondo, <u>Managing</u> Director, Rates & Regulatory Str - 13, 2017	ategy - FL

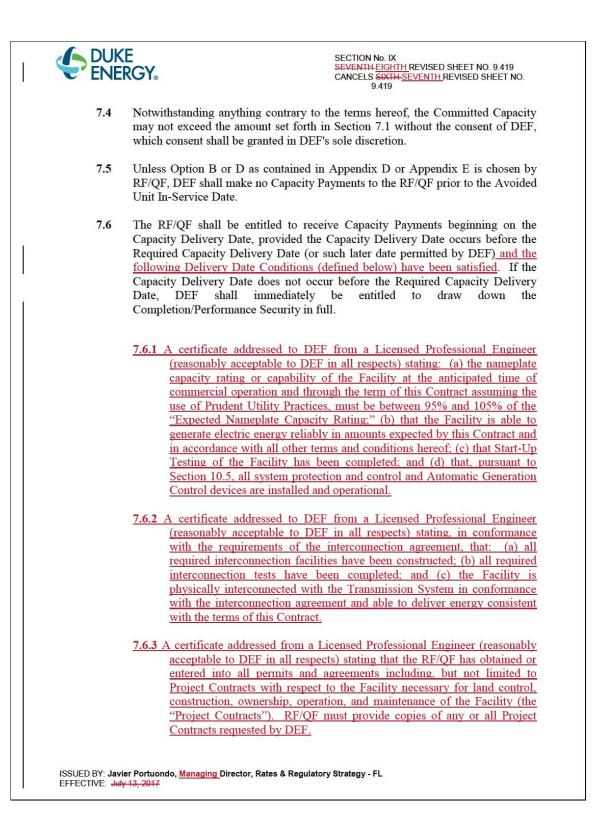
		DUKE ENERGY。	SECTION No. IX
	-	ENERGY.	SEVENTH-EIGHTH REVISED SHEET NO. 9.416 CANCELS SIXTH-SEVENTH REVISED SHEET NO. 9.416
2	(b)		ecedent to be satisfied, the Party having
		satisfied the same shall deliver to the other Part satisfaction. DEF may waive the satisfaction of	
		diserction. Such waiver must be made in writing	5. Subject to there being no Event of
		Default which has occurred and/or is continuing	
		date of this Contract (the "Effective Date").	st certificate shall constitute the effective
			as he form the Dress Deed Date or such
	(c)	Unless all Conditions Precedent are satisfied on Conditions Precedent are waived in writing , thi	s Contract shall terminate on such date
		and neither Party shall have any further liability	
	(d)	RF/QF shall achieve the Capacity Delivery Date	e on or before the Required Capacity
		Delivery Date.	1 1 2
L.			
	ISSUED EFFECT	BY: Javier Portuondo, <u>Managing</u> Director, Rates & Regulatory TIVE: July 13, 2017	Strategy - FL

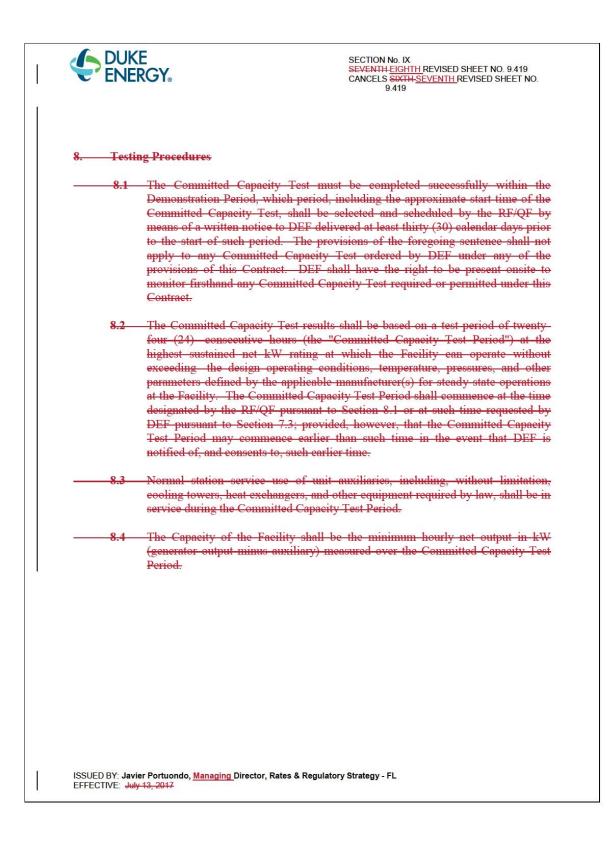
P	DUK	E SECTION No. IX FOURTH-EIFTH REVISED SHEET NO.9.417 CANCELS THIRD-FOURTH REVISED SHEET NO. 9.417			
<u>(b)</u>	Promptly upon satisfaction of the Conditions Precedent to be satisfied, the Party having satisfied the same shall deliver to the other Party a certificate evidencing such satisfaction. DEF may waive the satisfaction of a Condition Precedent at its sole discretion. Such waiver must be made in writing. Subject to there being no Event of Default which has occurred and/or is continuing as of the date upon which the last of such certificates is delivered, the date of such last certificate shall constitute the effective date of this Contract (the "Effective Date").				
<u>(c)</u>	Cond	Unless all Conditions Precedent are satisfied on or before the Drop Dead Date or such Conditions Precedent are waived in writing, this Contract shall terminate on such date and neither Party shall have any further liability to the other Party hereunder.			
(d)	RF/QF shall achieve the Capacity Delivery Date on or before the Required Capacity Delivery Date.				
(e)	RF/QF shall ensure that before the initial Committed Capacity Test:				
	(a)	the Facility shall have been constructed so that the Committed Capacity Test may be duly and properly undertaken in accordance with Section 7; and			
	(b)	an operable physical connection from the Facility to the Transmission System shall have been effected in accordance with the electrical interconnection and operating agreement required by the Transmission Provider, provided, however, that such physical connection shall be made consistent with the terms hereof.			
6.	Sale of Electricity by the RF/QF				
	6.1	Consistent with the terms hereof, the RF/QF shall sell to DEF and DEF shal purchase from the RF/QF electric power generated by the Facility. The purchase and sale of electricity pursuant to this Contract shall be a () net billing arrangement or () simultaneous purchase and sale arrangement; provided however, that no such arrangement shall cause the RF/QF to sell more than the Facility's net output. The billing methodology may be changed at the option of the RF/QF, subject to the provisions of Appendix D.			
	6.2	Ownership and Offering For Sale Of Renewable Energy Attributes			
		Subject to Section 6.3, the RF/QF shall retain any and all rights to own and to sell any and all Environmental Attributes associated with the electric generation of the Facility.			
	6.3	In the event that the RF/QF decides to sell any or all EAs that result from the electric generation of the RF/QF during the term of this Contract, the RF/QF shall provide notice to the Company of its intent to sell such EAs and provide the			



EFFECTIVE: July 13, 2017

SECTION No. IX SIXTH-SEVENTH REVISED SHEET NO. 9.418 CANCELS FIFTH-SIXTH REVISED SHEET NO. 9.418 The RF/OF shall not rely on interruptible or curtailable standby service for the 6.4 start up requirements (initial or otherwise) of the Facility. 6.5 The RF/QF shall be responsible for the scheduling of required transmission and for all costs, expenses, taxes, fees and charges associated with the delivery of energy to DEF. The RF/QF shall enter into a transmission service agreement with the Transmission Provider in whose service territory the Facility is to be located and the RF/QF shall make any and all transmission-related arrangements (including interconnection and ancillary services) between the RF/OF and the Transmission Provider for delivery of the Facility's firm Capacity and energy to DEF. The Capacity and energy amounts paid to the RF/OF hereunder do not include transmission losses. The RF/QF shall be responsible for transmission losses that occur prior to the point at which the RF/OF's energy is delivered to DEF. The Parties recognize that the Transmission Provider may be DEF and that if DEF is the Transmission Provider, the transmission service will be provided under a separate agreement. **Committed Capacity/Capacity Delivery Date** 7 7.1 If the RF/QF commits to sell capacity to DEF, the amount of which shall be determined in accordance with this Section 7. Subject to Section 7.3, the Committed Capacity is set at kW, with an expected Capacity Delivery Date on or before the Required Capacity Delivery Date. 7.2 Capacity testing of the Facility (each such test a Committed Capacity Test) shall be performed in accordance with the procedures set forth in Section 8. The Demonstration Period for the first Committed Capacity Test shall commence no earlier than ninety (90) days before the Required Capacity Delivery Date and testing must be completed before the Avoided Unit In-Service Date or an earlier date in Appendix E. The first Committed Capacity Test shall not be successfully completed unless the Facility demonstrates a Capacity of at least one hundred percent (100%) of the Committed Capacity set forth in Section 7.1. Subject to Section 8.1, the RF/OF may schedule and perform up to three (3) Committed Capacity Tests to satisfy the requirements of the Contract with respect to the first Committed Capacity Test. 7.3 In addition to the first Committed Capacity Test, DEF shall have the right to require the RF/QF, after notice of no less than ten (10) Business Days prior to such proposed event, to validate the Committed Capacity by means of a Committed Capacity Test at any time, up to two (2) times per year, the results of which shall be provided to DEF within seven (7) calendar days of the conclusion of such test. On and after the date of such requested Committed Capacity Test, and until the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be set at the lower of the Capacity tested or the Committed Capacity as set forth in Section 7.1. Provided however, any such second test requested within a twelve (12) month period must be for cause. ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL

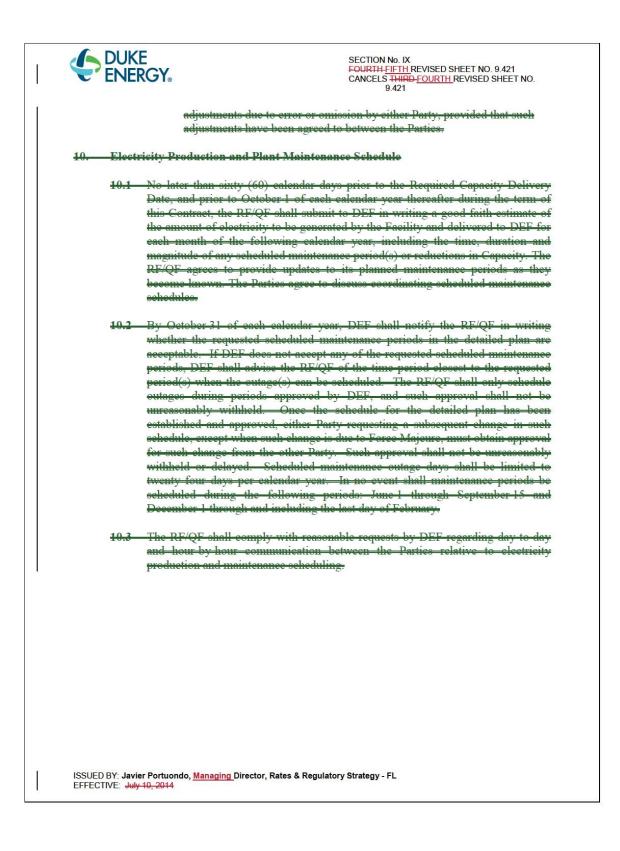




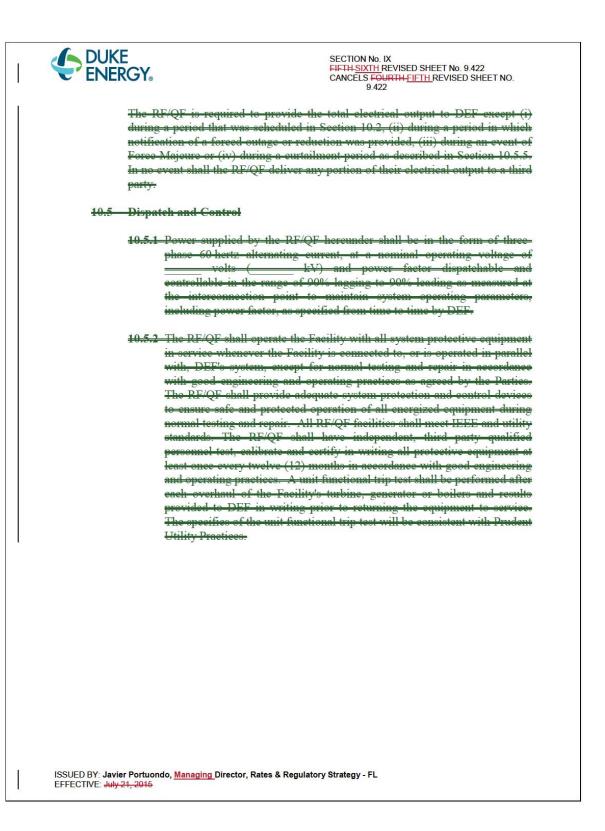
	E SECTION No. IX FIFTH_SIXTH REVISED SHEET NO. 9.420 CANCELS FOURTH_FIFTH REVISED SHEET NO. 9.420
	7.6.4 An opinion from a law firm or attorney, registered or licensed in the State of Florida (reasonably acceptable to DEF in all respects), stating, after all appropriate and reasonable inquiry, that: (a) the RF/QF has obtained or entered into all Project Contracts; (b) neither RF/QF nor the Facility is in violation of, or subject to any liability under any applicable law; and (c) RF/QF has duly filed and had recorded all of the agreements, documents, instruments, mortgages, deeds of trust, and other writings.
	For each Licensed Professional Engineer utilized in 7.6.1 through 7.6.4, RF/QF should provide DEF with a copy of the Professional Engineer's license.
	DEF shall have ten, (10) Business Days after receipt either to confirm to the RF/QF that all of the Delivery Date Conditions have been satisfied or have occurred, or to state with specificity what DEF reasonably believes has not been satisfied.
8. Testi	ng Procedures
8.1	The Committed Capacity Test must be completed successfully within the
	Demonstration Period, which period, including the approximate start time of the Committed Capacity Test, shall be selected and scheduled by the RF/QF by means of a written notice to DEF delivered at least thirty (30) calendar days prior to the start of such period. The provisions of the foregoing sentence shall not apply to any Committed Capacity Test ordered by DEF under any of the provisions of this Contract. DEF shall have the right to be present onsite to monitor firsthand any Committed Capacity Test required or permitted under this Contract.
<u>8.2</u>	The Committed Capacity Test results shall be based on a test period of twenty- four (24) consecutive hours (the "Committed Capacity Test Period") at the highest sustained net kW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. The Committed Capacity Test Period shall commence at the time designated by the RF/QF pursuant to Section 8.1 or at such time requested by DEF pursuant to Section 7.3; provided, however, that the Committed Capacity Test Period may commence earlier than such time in the event that DEF is notified of, and consents to, such earlier time.
8.3	Normal station service use of unit auxiliaries, including, without limitation,
	cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Committed Capacity Test Period.
8.4	The Capacity of the Facility shall be the minimum hourly net output in kW
	(generator output minus auxiliary) measured over the Committed Capacity Test Period.
ISSUED BY: Javi EFFECTIVE: Jul	ier Portuondo, <u>Managing</u> Director, Rates & Regulatory Strategy - FL y 13, 2017

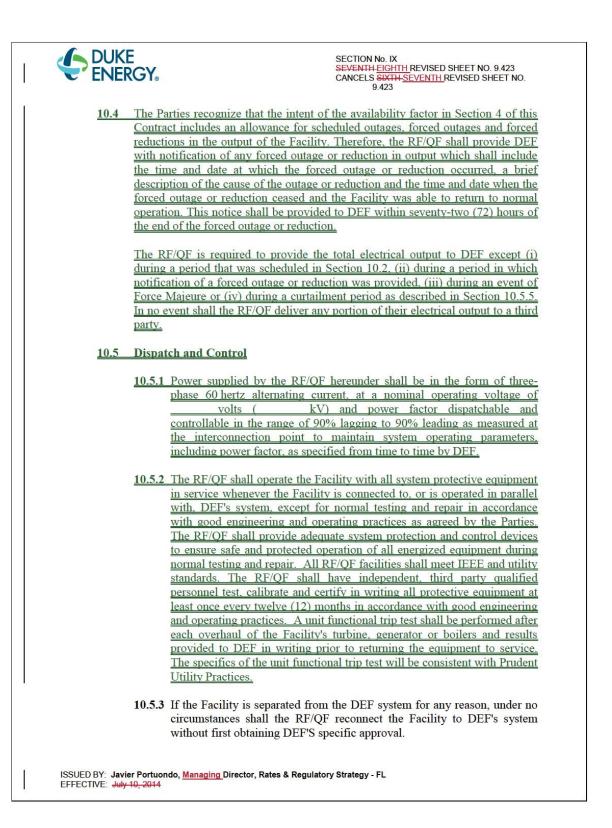
	DUKE	GY.	SECTION №. IX FIFTH <u>SIXTH</u> REVISED SHEET NO. 9.420 CANCELS FOURTH <u>FIFTH</u> REVISED SHEET NO. 9.420
	8.5	The Committed Capacity Test sha testing procedures for the appropria	ll be performed according to standard industry ate technology of the RF/QF.
	8.6	operation and performance durin RF/QF within seven (7) calenda	acity Tost, including all data related to Facility g testing, shall be submitted to DEF by the r days of the conclusion of the Committed rtify that all such data is accurate and complete.
<u>9.</u>	Paymo	ent for Electricity Produced by the	- Facility
	9.1	Energy	
		be amended from time to time. subject to all of the provisions con whichever applies as approved and	recodures contained in Appendix D, as it may The Parties agree that this Contract shall be tained in Rate Schedule COG 1 or Appendix D
		Capacity as set forth in Section deliveries, any energy in excess of	7. In the event that DEF chooses to limit 110% of the Committed Capacity will be paid nedule COG 1 and shall not be included in the
9.2	Capae	ity:	
<u>9.3</u>	<u> </u>	DEF agrees to pay the RF/QF accordance with the rates and pro- amended and approved from time election of Option of Appendix E. The RF/QF unders only be made if the Capacity Deli- Delivery Date and the Facility is	for the Capacity described in Section 7 in reduces contained in Appendix D, as it may be a to time by the FPSC, and pursuant to the Appendix D or an alternative rate schedule in tands and agrees that Capacity Payments will very Date occurs before the Required Capacity delivering firm Capacity and Energy to DEF. Firm Capacity Rate and/or the Firm Energy n of this Contract.
<u>9.3</u>	Capae	DEF agrees to pay the RF/QF accordance with the rates and pro- amended and approved from tim election of Option of Appendix E. The RF/QF unders only be made if the Capacity Deli Delivery Date and the Facility is Once so selected, this Option, the	edures contained in Appendix D, as it may be to time by the FPSC, and pursuant to the Appendix D or an alternative rate schedule in tands and agrees that Capacity Payments will very Date occurs before the Required Capacity delivering firm Capacity and Energy to DEF. Firm Capacity Rate and/or the Firm Energy

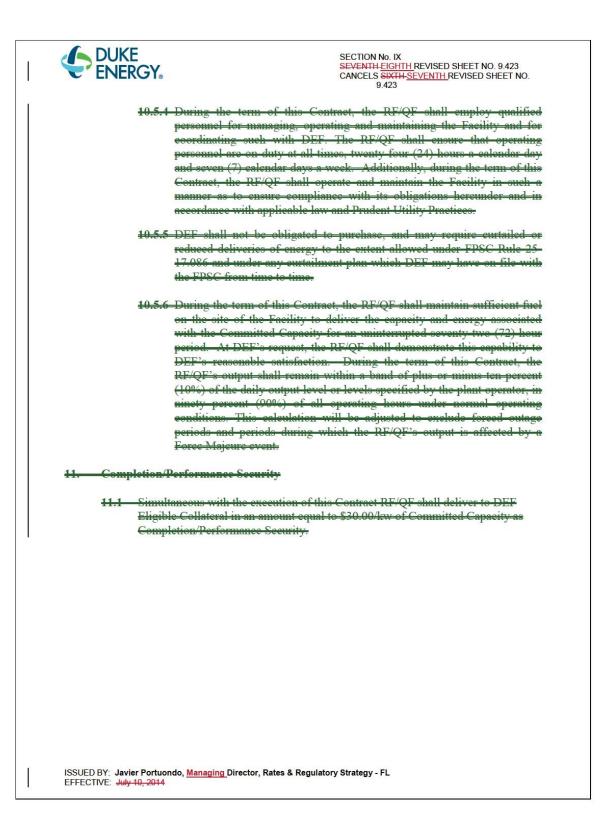
	SECTION No. IX FOURTH FIFTH REVISED SHEET NO. 9.421 CANCELS THIRD FOURTH REVISED SHEET NO. 9.421
8.5	The Committed Capacity Test shall be performed according to standard industry testing procedures for the appropriate technology of the RF/QF.
8.6	The results of any Committed Capacity Test, including all data related to Facility operation and performance during testing, shall be submitted to DEF by the RF/QF within seven (7) calendar days of the conclusion of the Committed Capacity Test. The RF/QF shall certify that all such data is accurate and complete.
<u>9. Paym</u>	ent for Electricity Produced by the Facility
9.1	Energy
	9.1.1 DEF agrees to pay the RF/OF for energy produced by the Facility and delivered to DEF in accordance with the rates and procedures contained in Appendix D, as it may be amended from time to time. The Parties agree that this Contract shall be subject to all of the provisions contained in Rate Schedule COG-1 or Appendix D whichever applies as approved and on file with the FPSC.
	9.1.2 DEF may, at its option, limit deliveries under this Contract to 110% of the Committed Capacity as set forth in Section 7. In the event that DEF chooses to limit deliveries, any energy in excess of 110% of the Committed Capacity will be paid for at the rates defined in Rate Schedule COG-1 and shall not be included in the calculations in Appendix A hereto.
<u>9.2</u>	Capacity
	DEF agrees to pay the RF/QF for the Capacity described in Section 7 in accordance with the rates and procedures contained in Appendix D, as it may be amended and approved from time to time by the FPSC, and pursuant to the election of Option of Appendix D or an alternative rate schedule in Appendix E. The RF/QF understands and agrees that Capacity Payments will only be made if the Capacity Delivery Date occurs before the Required Capacity Delivery Date and the Facility is delivering firm Capacity and Energy to DEF. Once so selected, this Option, the Firm Capacity Rate and/or the Firm Energy Rate cannot be changed for the term of this Contract.
9.3	Payments for Energy and Capacity
	9.3.1 Payments due the RF/QF will be made monthly, and normally by the twentieth Business Day following the end of the billing period. The kilowatt-hours sold by the RF/QF and the applicable avoided energy rate at which payments are being made shall accompany the payment to the RF/QF.
ISSUED BY: Javie EFFECTIVE: July	9.3.2 Payments to be made under this Contract shall, for a period of not longer than two (2) years, remain subject to adjustment based on billing or Portuondo, <u>Managing</u> Director, Rates & Regulatory Strategy - FL 10, 2014



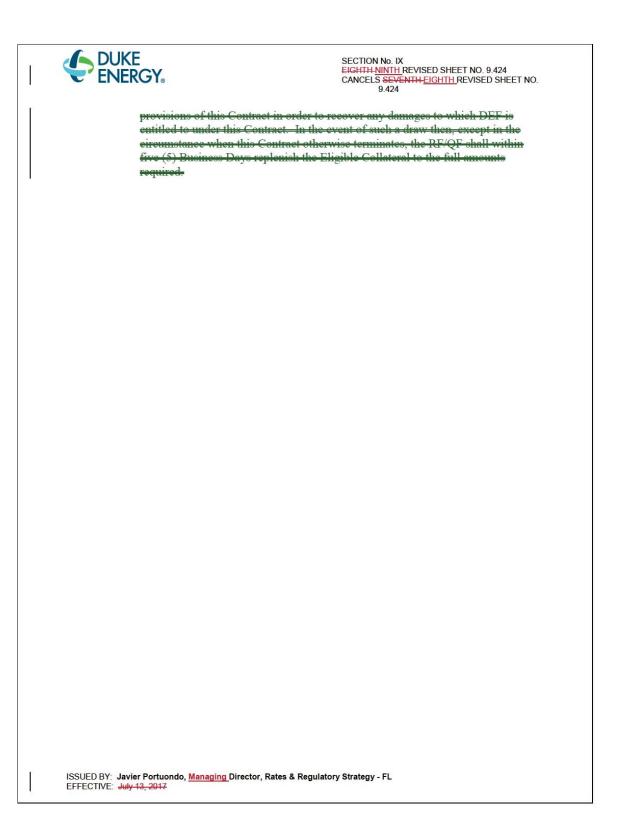
÷	DUKE ENERGY	SECTION No. IX FIFTH_SIXTH_REVISED SHEET No. 9.422 CANCELS FOURTH FIFTH 9.422
	<u>9.3.2</u>	Payments to be made under this Contract shall, for a period of not longer than two (2) years, remain subject to adjustment based on billing adjustments due to error or omission by either Party, provided that such adjustments have been agreed to between the Parties.
10.	Electricity	Production and Plant Maintenance Schedule
	Date this the a each mag RF/(becc	later than sixty (60) calendar days prior to the Required Capacity Delivery c, and prior to October 1 of each calendar year thereafter during the term of Contract, the RF/QF shall submit to DEF in writing a good-faith estimate of mount of electricity to be generated by the Facility and delivered to DEF for month of the following calendar year, including the time, duration and nitude of any scheduled maintenance period(s) or reductions in Capacity. The DF agrees to provide updates to its planned maintenance periods as they me known. The Parties agree to discuss coordinating scheduled maintenance dules.
	whet acce perio outa unre estal sche for s with twen sche	October 31 of each calendar year, DEF shall notify the RF/QF in writing ther the requested scheduled maintenance periods in the detailed plan are ptable. If DEF does not accept any of the requested scheduled maintenance ods, DEF shall advise the RF/QF of the time period closest to the requested od(s) when the outage(s) can be scheduled. The RF/QF shall only schedule ges during periods approved by DEF, and such approval shall not be asonably withheld. Once the schedule for the detailed plan has been plished and approved, either Party requesting a subsequent change in such dule, except when such change is due to Force Majeure, must obtain approval such change from the other Party. Such approval shall not be unreasonably held or delayed. Scheduled maintenance outage days shall be limited to ity four days per calendar year. In no event shall maintenance periods be duled during the following periods: June 1 through September 15 and ember 1 through and including the last day of February.
	and	<u>RF/QF shall comply with reasonable requests by DEF regarding day-to-day</u> hour-by-hour communication between the Parties relative to electricity uction and maintenance scheduling.
	10.4 The Coni redu with the dese fore oper the c	Parties recognize that the intent of the availability factor in Section 4 of this tract includes an allowance for scheduled outages, forced outages and forced etions in the output of the Facility. Therefore, the RF/QF shall provide DEF notification of any forced outage or reduction in output which shall include time and date at which the forced outage or reduction occurred, a brief ription of the cause of the outage or reduction and the time and date when the od outage or reduction consol and the Facility was able to return to normal ation. This notice shall be provided to DEF within seventy two (72) hours of and of the forced outage or reduction.

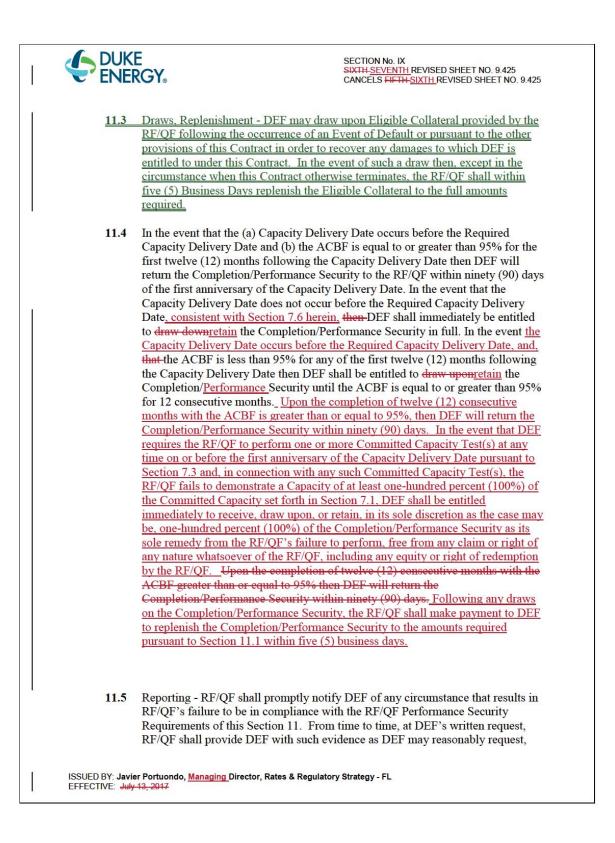




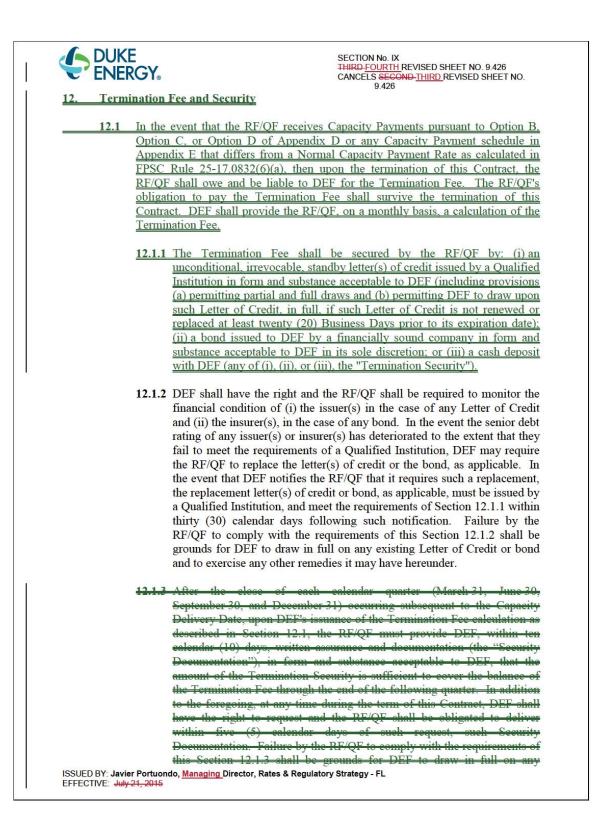


	SECTION No. IX EIGHTH-NINTH REVISED SHEET NO. 9.424 CANCELS SEVENTH-EIGHTH REVISED SHEET NO. 9.424
<u>10.</u>	5.4 During the term of this Contract, the RF/QF shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with DEF. The RF/QF shall ensure that operating personnel are on duty at all times, twenty-four (24) hours a calendar day and seven (7) calendar days a week. Additionally, during the term of this Contract, the RF/QF shall operate and maintain the Facility in such a manner as to ensure compliance with its obligations hereunder and in accordance with applicable law and Prudent Utility Practices.
<u>10.</u>	5.5 DEF shall not be obligated to purchase, and may require curtailed or reduced deliveries of energy to the extent allowed under FPSC Rule 25- 17.086 and under any curtailment plan which DEF may have on file with the FPSC from time to time.
<u>10.</u>	5.6 During the term of this Contract, the RF/QF shall maintain sufficient fuel on the site of the Facility to deliver the capacity and energy associated with the Committed Capacity for an uninterrupted seventy-two-(72) hour period. At DEF's request, the RF/QF shall demonstrate this capability to DEF's reasonable satisfaction. During the term of this Contract, the RF/QF's output shall remain within a band of plus or minus ten percent (10%) of the daily output level or levels specified by the plant operator, in ninety percent (90%) of all operating hours under normal operating conditions. This calculation will be adjusted to exclude forced outage periods and periods during which the RF/QF's output is affected by a Force Majeure event.
11. Completio	n/Performance Security
Eli	nultaneous with the execution of this Contract RF/QF shall deliver to DEF gible Collateral in an amount equal to \$30.00/kw of Committed Capacity as mpletion/Performance Security.
tim sha sub Par Co: unl any upo RF	e choice of the type of Eligible Collateral by the RF/QF may be selected from e to time by the RF/QF and upon receipt of substitute Eligible Collateral, DEF ll promptly release the Eligible Collateral that has been replaced by the stitute Eligible Collateral. Following any termination of this Contract, the ties shall mutually agree to a final settlement of all obligations under this natract which such period shall not exceed 90 days from such termination date ess extended by mutual agreement between the Parties. After such settlement, remaining Eligible Collateral posted by the RF/QF that has not been drawn on by DEF pursuant to its rights under this Contract shall be returned to the /QF. Any dispute between the Parties regarding such final settlement shall be olved according to applicable procedures set forth in Section 20.9.
RF	www. Replenishment – DEF may draw upon Eligible Collateral provided by the QF following the occurrence of an Event of Default or pursuant to the other tuondo, <u>Managing</u> Director, Rates & Regulatory Strategy - FL ¹¹⁷





		E RGY.		SECTION No. IX SIXTH- <u>SEVENTH</u> REVISE CANCELS FIFTH <u>SIXTH</u> R	D SHEET NO. 9.425 EVISED SHEET NO. 9.425
		that RF/QF Letter of Contract.	Credit or Security .	Account is in full con	npliance with this
Ĩ	12. Termi	nation Fee and Secu	ity		
	<u> 12.1 </u>	In the event that the Option C, or Option Appendix E that diff FPSC Rule 25 17.00 RF/QF shall owe an obligation to pay th Contract. DEF shall Termination Fee.	D of Appendix Fore from a Norma	Capacity Payments p D or any Capacity J Capacity Payment on the termination 7 for the Termination e shall survive the 7, on a monthly basic	ursuant to Option B, Payment schedule in Rate as calculated in of this Contract, the n Fee. The RF/QF's termination of this s, a calculation of the
		12.1.1 The Termine unconditional Institution in (a) permitting such Letter o replaced at le (ii) a bond is substance acc with DEF (an		be secured by the by letter(s) of credit acceptable to DEF was and (b) permittin such Letter of Crea siness Days prior to financially sound e its sole discretion; o the "Termination Se	RF/QF by: (i) an issued by a Qualified (including provisions og DEF to draw upon lit is not renewed or its expiration date); ompany in form and or (iii) a cash deposit veurity").
[ISSUED BY: Javie EFFECTIVE: July	r Portuondo, <u>Managing Dire</u> 13, 2017	ctor, Rates & Regulatory	Strategy - FL	



	SECTION No. IX THIRD FOURTH REVISED SHEET NO. 9.426 CANCELS SECOND THIRD REVISED SHEET NO. 9.426
12.1.4	existing Letter of Credit or bond or to retain any each deposit, and to exercise any other remedies it may have hereunder. Upon any termination of this Contract following the Required Capacity Delivery Date, DEF shall be entitled to receive (and in the case of the Letter(s) of Credit or bond, draw upon such Letter(s) of Credit or bond) and retain one hundred percent (100%) of the Termination Security.
13. Performance DEF desires and off peak Avoided Unit	to provide an incentive to the RF/QF to operate the Facility during on peak periods in a manner that approximates the projected performance of the
ISSUED BY: Javier Portuor EFFECTIVE: July 21, 2015	ndo, <u>Managing</u> Director, Rates & Regulatory Strategy - FL

DUKE ENERGY. SECTION No. IX SIXTH SEVENTH REVISED SHEET NO. 9.427 CANCELS FIFTH SIXTH REVISED SHEET NO. 9.427 12.1.3 After the close of each calendar quarter (March 31, June 30, September 30, and December 31) occurring subsequent to the Capacity Delivery Date, upon DEF's issuance of the Termination Fee calculation as described in Section 12.1, the RF/QF must provide DEF, within ten calendar (10) days, written assurance and documentation (the "Security Documentation"), in form and substance acceptable to DEF, that the amount of the Termination Security is sufficient to cover the balance of the Termination Fee through the end of the following quarter. In addition to the foregoing, at any time during the term of this Contract, DEF shall have the right to request and the RF/QF shall be obligated to deliver within five (5) calendar days of such request, such Security Documentation. Failure by the RF/QF to comply with the requirements of this Section 12.1.3 shall be grounds for DEF to draw in full on any existing Letter of Credit or bond or to retain any cash deposit, and to exercise any other remedies it may have hereunder. 12.1.4 Upon any termination of this Contract following the Required Capacity Delivery Date, DEF shall be entitled to receive (and in the case of the Letter(s) of Credit or bond, draw upon such Letter(s) of Credit or bond) and retain one hundred percent (100%) of the Termination Security. 13. **Performance** Factor DEF desires to provide an incentive to the RF/OF to operate the Facility during on-peak and off-peak periods in a manner that approximates the projected performance of the Avoided Unit. A formula to achieve this objective is attached as Appendix A. 14. Default Notwithstanding the occurrence of any Force Majeure as described in Section 18, each of the following shall constitute an Event of Default: the RF/QF changes or modifies the Facility from that provided in Section 2 with (a) respect to its type, location, technology or fuel source, without the prior written approval of DEF; after the Capacity Delivery Date, the Facility fails for twelve (12) consecutive (b) months to maintain an Annual Capacity Billing Factor, as described in Appendix A, of at least seventy five percent (75%); the RF/QF fails to satisfy its obligations to maintain sufficient fuel on the site of (c) the Facility to deliver the capacity and energy associated with the Committed Capacity for an uninterrupted seventy-two-(72) hour period under Section 10.5.6 hereof; (d) the failure to make when due, any payment required pursuant to this Contract if such failure is not remedied within three (3) Business Days after written notice; ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL EFFECTIVE: June 9, 2016

		GY.	SECTION No. IX <u>SIXTH-SEVENTH</u> REVISED SHEET NO. 9.427 CANCELS FIFTH- SIXTH_REVISED SHEET NO. 9.427
	(c) (c) (c) (c) (c) (c) (c) (c) (c) (c)	wither Party, or the entity which owns of of active business; or if proceeding medveney lewe shell be instituted by which owns or controls either Party; or Party or any of its assets or properties, ither Party; or if any part of either Par neumbered, pledged, seized or take receedings shall not be vacated or ful hereof; or if either Party shall make an idmit in writing its inability to pay its of the RF/QF fails to give proper assurant ander this Contract within thirty (20) grounds for insecurity, has requested in the RF/QF fails to achieve licensing, or governmental, environmental, and it onstruction of the Facility by no later to the RF/QF fails to comply with the prov-	r controls either Party, ceases the conduct - under the federal bankruptey law so or for or against either Party or the entity - if a receiver shall be appointed for either or for the entity which owns or controls rty's assets shall be attached, levied upon, a under any judicial process, and such ly stayed within thirty (30) calendar days assignment for the benefit of creditors, or lebts as they become due; rece of adequate performance as specified calendar days after DEF, with reasonable writing such assurance; rtification, and all federal, state and local consing approvals required to initiate har the Completed Permits Date; risions of Section 11 hereof; atics, including the certification of the t, made by either Party in this Contract is
Į	ISSUED BY: Javier F EFFECTIVE: June 0	Portuondo, <u>Managing</u> Director, Rates & Regulatory - 2016	y Strategy - FL

	¢	DUK ENE	SECTION No. IX RGY. SECTION No. IX CANCELS FOURTH FIFTH REVISED SHEET NO. 9.428 9.428
		<u>(e)</u>	either Party, or the entity which owns or controls either Party, ceases the conduct of active business; or if proceedings under the federal bankruptcy law or insolvency laws shall be instituted by or for or against either Party or the entity which owns or controls either Party; or if a receiver shall be appointed for either Party or any of its assets or properties, or for the entity which owns or controls either Party; or if any part of either Party's assets shall be attached, levied upon, encumbered, pledged, seized or taken under any judicial process, and such proceedings shall not be vacated or fully stayed within thirty (30) calendar days thereof; or if either Party shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they become due;
		<u>(f)</u>	the RF/QF fails to give proper assurance of adequate performance as specified under this Contract within thirty (30) calendar days after DEF, with reasonable grounds for insecurity, has requested in writing such assurance;
		<u>(g)</u>	the RF/QF fails to achieve licensing, certification, and all federal, state and local governmental, environmental, and licensing approvals required to initiate construction of the Facility by no later than the Completed Permits Date;
		(h)	the RF/QF fails to comply with the provisions of Section 11 hereof;
		<u>(i)</u>	any of the representations or warranties, including the certification of the completion of the Conditions Precedent, made by either Party in this Contract is false or misleading in any material respect as of the time made;
		(j)	if, at any time after the Capacity Delivery Date, the RF/QF reduces the Committed Capacity due to an event of Force Majeure and fails to repair the Facility and reset the Committed Capacity to the level set forth in Section 7.1 (as such level may be reduced by Section 7.3) within twelve (12) months following the occurrence of such event of Force Majeure; or
		(k)	either Party breaches any material provision of this Contract not specifically mentioned in this Section 14;
		(1)	the RF/QF fails to maintain its status as a Qualifying Facility.
		(m)	the RF/QF sells any energy or firm capacity to an entity other than DEF.
	15.	Right	ts in the Event of Default
		15.1	Upon the occurrence of any of the Events of Default in Section 14, the DEF may, at its option:
[15.1.1 immediately terminate this Contract, without penalty or further obligation, except as set forth in Section 15.2, by written notice to the RF/QF, and offset against any payment(s) due from DEF to the RF/QF, any monies otherwise due from the RF/QF to DEF; ier Portuondo, Managing Director, Rates & Regulatory Strategy - FL y13,2017

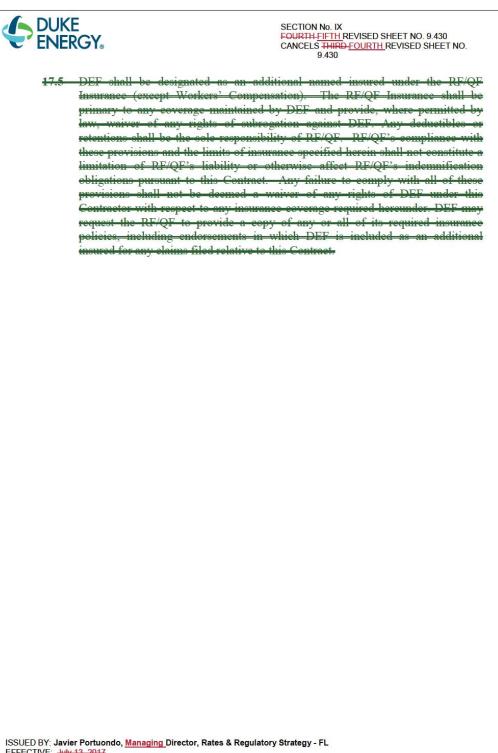
DUKE ENERGY.	SECTION No. IX FIFTH SIXTH REVISED SHEET NO. 9.428 CANCELS FOURTH FIFTH REVISED SHEET NO. 9.428
15.1.2	enforce the provisions of the Completion/Performance Security pursuant to Section 11 and/or the Termination Security requirement pursuant to Section 12 horeof, as applicable; and
15.1.3	-exercise any other remedy(ies) which may be available to DEF at law or in equity.
15.2 Termine prior to Contract	tion shall not affect the liability of either Party for obligations arising such termination or for damages, if any, resulting from any breach of this .
16. Indemnificatio	
RF/QF c custome protectic agrees, t hold har employe and "PF expense	I the RF/QF shall each be responsible for its own facilities. DEF and the shall each be responsible for ensuring adequate safeguards for other DEF rs, DEF's and the RF/QF's personnel and equipment, and for the or of its own generating system. Each Party (the "Indemnifying Party") e the entent permitted by applicable law, to indemnify, pay, defend, and mises the other Party (the "Indemnifed Party") and its officers, directors, or, equats and contractors (horeinafter called respectively, "DEF Entities" 'QF Entities") from and against any and all claims, demands, costs or e for loss, damage, or injury to persons or property of the Indemnified etc third parties) directly caused by, arising out of, or resulting from:
ISSUED BY: Javier Portuondo EFFECTIVE: July 13, 2017	, <u>Managing</u> Director, Rates & Regulatory Strategy - FL

	E SECTION No. IX THIRD FOURTH REVISED SHEET NO. 9.429 CANCELS SECOND THIRD REVISED SHEET NO. 9.429
	15.1.2 enforce the provisions of the Completion/Performance Security pursuant to Section 11 and/or the Termination Security requirement pursuant to Section 12 hereof, as applicable; and
	15.1.3 exercise any other remedy(ies) which may be available to DEF at law or in equity.
<u>15.2</u>	Termination shall not affect the liability of either Party for obligations arising prior to such termination or for damages, if any, resulting from any breach of this <u>Contract.</u>
<u>16. Inde</u>	mnification
<u>16.1</u>	DEF and the RF/QF shall each be responsible for its own facilities. DEF and the RF/QF shall each be responsible for ensuring adequate safeguards for other DEF customers. DEF's and the RF/QF's personnel and equipment, and for the protection of its own generating system. Each Party (the "Indemnifying Party") agrees, to the extent permitted by applicable law, to indemnify, pay, defend, and hold harmless the other Party (the "Indemnified Party") and its officers, directors, employees, agents and contractors (hereinafter called respectively, "DEF Entities" and "RF/QF Entities") from and against any and all claims, demands, costs or expenses for loss, damage, or injury to persons or property of the Indemnified Party (or to third parties) directly caused by, arising out of, or resulting from:
	 (a) a breach by the Indemnifying Party of its covenants, representations, and warranties or obligations hereunder;
	(b) any act or omission by the Indemnifying Party or its contractors, agents, servants or employees in connection with the installation or operation of its generation system or the operation thereof in connection with the other Party's system;
	 (c) any defect in, failure of, or fault related to, the Indemnifying Party's generation system;
	 (d) the negligence or willful misconduct of the Indemnifying Party or its contractors, agents, servants or employees; or
	(e) any other event or act that is the result of, or proximately caused by, the Indemnifying Party or its contractors, agents, servants or employees related to the Contract or the Parties' performance thereunder.
ISSUED BY: Jav EFFECTIVE: Jur	Payment by an Indomnified Party to a third party shall not be a condition precedent to the obligations of the Indomnifying Party under Section 16. No Indomnified Party under Section 16 shall settle any claim for which it claims indomnification horounder without first allowing the Indomnifying Party the right to defend such a claim. The Indomnifying Party shall have no obligations under ier Portuondo, Managing Director, Rates & Regulatory Strategy - FL

		E RGY.	SECTION No. IX THIRD-FOURTH REVISED SHEET NO. 9.429 CANCELS SECOND_THIRD REVISED SHEET NO. 9.429
[Section 16 in the event of a breach of Party. Section 16 shall survive termina	the foregoing sentence by the Indemnified tion of this Contract.
	17. Insura	Mice	
	17.1	the entire Term of this Contract, a polic by an insurer acceptable in the state of T Office" commercial general liability an Workers' Compensation in accordance of Florida (such policy or policies, colle certificate of insurance shall be delivered days prior to the start of any intercomme Insurance shall contain (a) an endorsem products liability/completed operations (b) premises and operations liability, (e) endorsement covering liabilities (i) whi performance or nonperformance of, this	5 - 1
L	ISSUED BY: Javie EFFECTIVE: June	r Portuondo, Managing Director, Rates & Regulator ⊾5, 2018	y Strategy - FL

[(DUKI	E si RGY. C	ECTION №. IX DURTH-FIFTH REVISED SHEET NO. 9.430 ANCELS THIRD FOURTH REVISED SHEET NO. 9.430
		<u>16.2</u>	Payment by an Indemnified Party to a precedent to the obligations of the Inder Indemnified Party under Section 16 shal indemnification hereunder without first all to defend such a claim. The Indemnifying Section 16 in the event of a breach of the Party. Section 16 shall survive termination	nnifying Party under Section 16. No l settle any claim for which it claims lowing the Indemnifying Party the right g Party shall have no obligations under foregoing sentence by the Indemnified
	17.	Insura	ance	
		<u>17.1</u>	The RF/QF shall procure or cause to be p the entire Term of this Contract, a policy by an insurer acceptable in the state of Flo Office" commercial general liability and/or Workers' Compensation in accordance with of Florida (such policy or policies, coll certificate of insurance shall be delivered days prior to the start of any interconnect Insurance shall contain (a) an endorse products liability/completed operations cov (b) premises and operations liability. (c endorsement covering liabilities (i) wh performance or nonperformance of, this of the Facility or any of the RF/QF's equipme RF/QF Insurance must be reasonably assessment or deductible shall be for the ac	or policies of liability insurance issued orida on a standard "Insurance Services r excess liability form or equivalent and th the statutory requirements of the state ectively, the "RF/OF Insurance"). A l to DEF at least fifteen (15) calendar tion work. At a minimum, the RF/QF ement providing coverage, including verage for the term of this Contract, and e) a broad form contractual liability nich might arise under, or in the Contract or (ii) caused by operation of ent. Without limiting the foregoing, the acceptable to DEF. Any premium
		17.2	The RF/QF Insurance for liability shall it dollars (\$5,000,000.00) per occurrence for property damage. This liability limit of commercial general and excess liability inst	for bodily injury (including death) or can be met by any combination of
		17.3	To the extent that the RF/QF Insurance is retroactive date of the policy(ies) shall be t earlier date. Furthermore, to the extent the made" basis, the RF/QF's duty to provide is termination of this Contract until the expira of limitations in the State of Florida for act extent the RF/QF Insurance is on an "occur maintained in effect at all times by the RF/	the Effective Date of this Contract or an RF/QF Insurance is on a "claims insurance coverage shall survive the ation of the maximum statutory period tions based in contract or in tort. To the rrence" basis, such insurance shall be
		17.4	The RF/QF shall provide DEF with a constice related to the RF/QF Insurance ware RF/QF's receipt or issuance thereof.	
) BY: Javie TIVE: July	er Portuondo, <u>Managing</u> Director, Rates & Regulatory St. 13, 2017	rategy - FL

Attachment A



EFFECTIVE: July 13, 2017

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SECTION No. IX FOURTH FIFTH REVISED SHEET NO. 9.431 CANCELS THRD FOURTH REVISED SHEET NO. 9.431

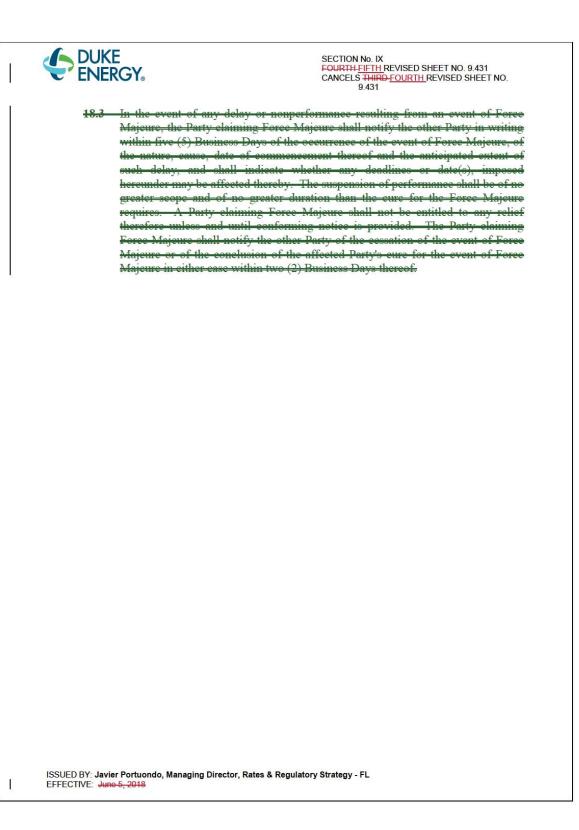
17.5 DEF shall be designated as an additional named insured under the RF/QF Insurance (except Workers' Compensation). The RF/QF Insurance shall be primary to any coverage maintained by DEF and provide, where permitted by law, waiver of any rights of subrogation against DEF. Any deductibles or retentions shall be the sole responsibility of RF/QF. RF/QF's compliance with these provisions and the limits of insurance specified herein shall not constitute a limitation of RF/QF's liability or otherwise affect RF/QF's indemnification obligations pursuant to this Contract. Any failure to comply with all of these provisions shall not be deemed a waiver of any rights of DEF under this Contractor with respect to any insurance coverage required hereunder. DEF may request the RF/QF to provide a copy of any or all of its required insurance policies, including endorsements in which DEF is included as an additional insured for any claims filed relative to this Contract.

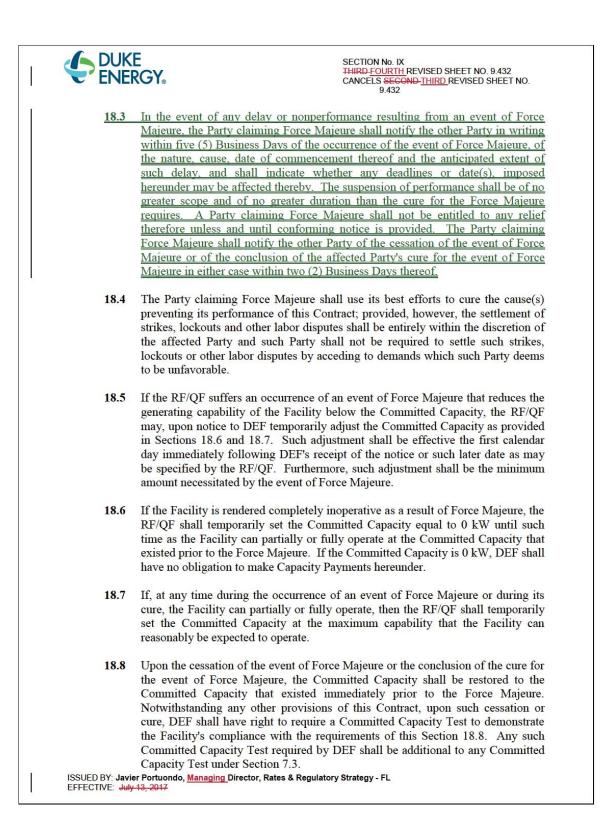
18. Force Majeure

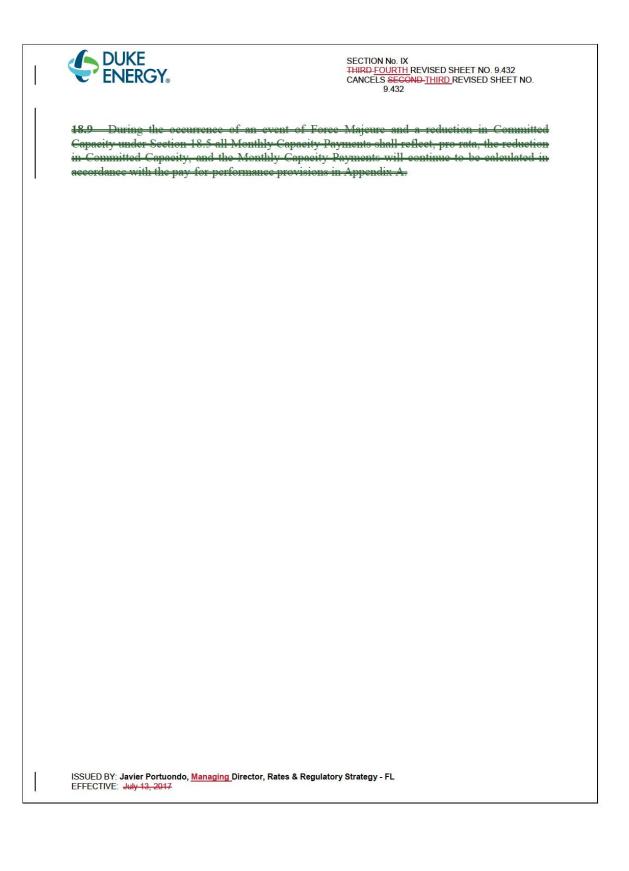
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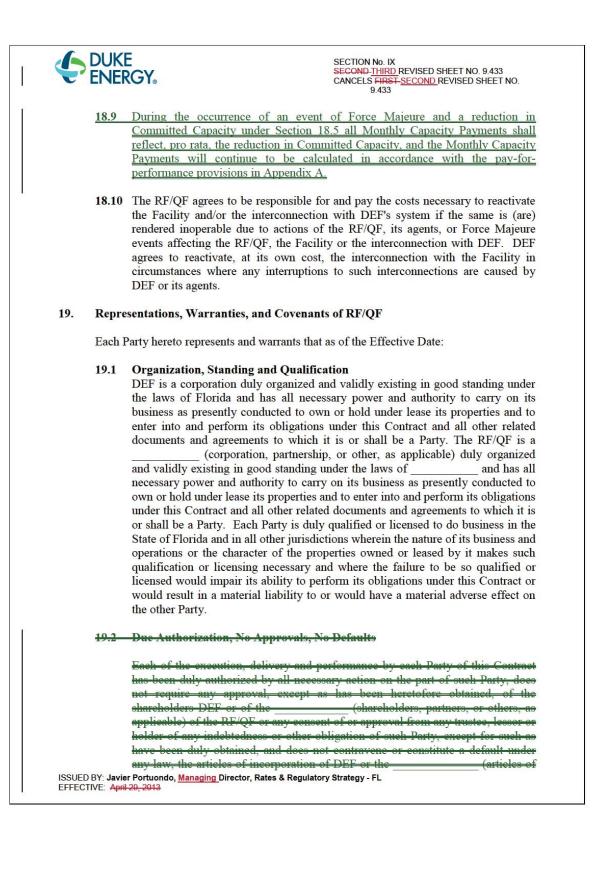
- "Force Majeure" is defined as an event or circumstance that is not reasonably 18 1 foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the Party claiming Force Majeure or its contractors or suppliers and adversely affects the performance by that Party of its obligations under or pursuant to this Contract. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected party to comply with the terms of a collective bargaining agreement). Force Majeure shall not be based on (i) the loss of DEF's markets; (ii) DEF's economic inability to use or resell the Capacity and Energy purchased hereunder; or (iii) RF/QF's ability to sell the Capacity or Energy at a price greater than the price herein. Equipment breakdown or inability to use equipment caused by its design, construction, operation, maintenance or inability to meet regulatory standards, or otherwise caused by an event originating in the control of a Party, or a Party's failure to obtain on a timely basis and maintain a necessary permit or other regulatory approval, shall not be considered an event of Force Majeure, unless such Party can reasonably demonstrate, to the reasonable satisfaction of the non-claiming Party, that the event was not reasonably foreseeable, was beyond the Party's reasonable control and was not caused by the negligence or lack of due diligence of the Party claiming Force Majeure or its agents, contractors or suppliers and adversely affects the performance by that Party of its obligations under or pursuant to this Contract.
- **18.2** Except as otherwise provided in this Contract, each Party shall be excused from performance when its nonperformance was caused, directly or indirectly by an event of Force Majeure.

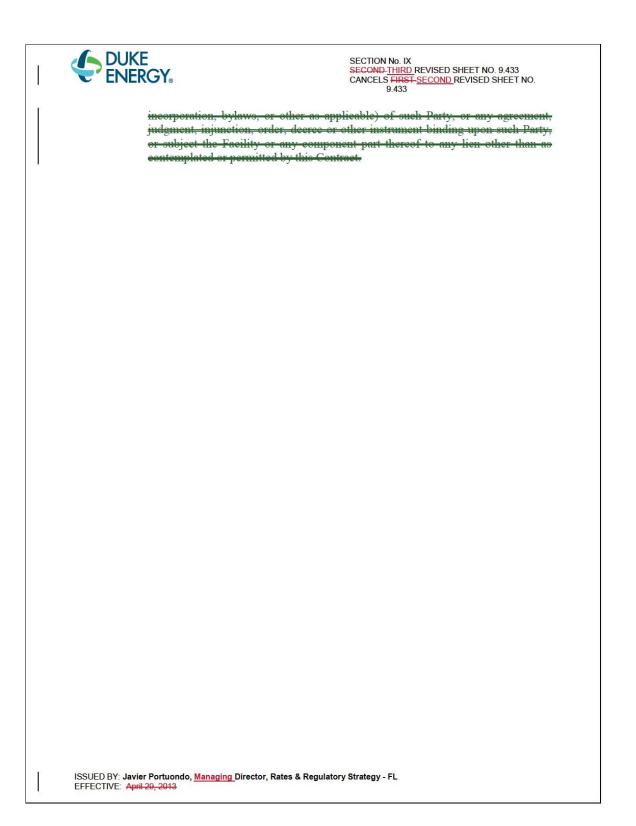
ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL EFFECTIVE: June 5, 2018

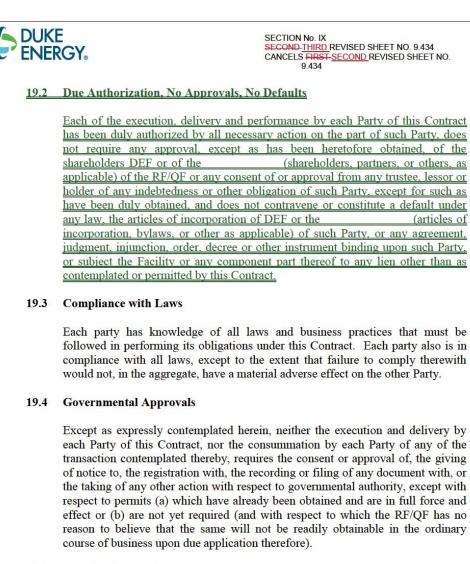












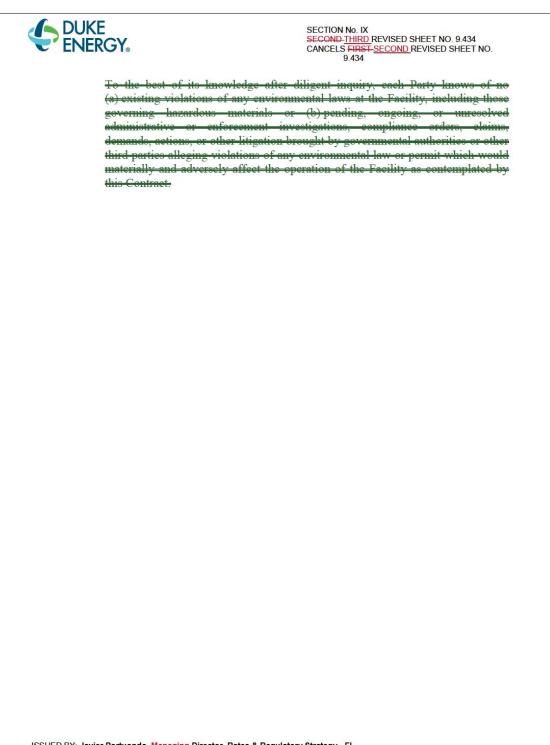
19.5 No Suits, Proceedings

There are no actions, suits, proceedings or investigations pending or, to the knowledge of each Party, threatened against it at law or in equity before any court or tribunal of the United States or any other jurisdiction which individually or in the aggregate could result in any materially adverse effect on each Party's business, properties, or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under this Contract. Each Party has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment.

19.6 Environmental Matters

ISSUED BY: Javier Portuondo, <u>Managing</u> Director, Rates & Regulatory Strategy - FL EFFECTIVE: <u>April 29, 2013</u>

Attachment A



ISSUED BY: Javier Portuondo, <u>Managing</u> Director, Rates & Regulatory Strategy - FL EFFECTIVE: April 29, 2013

FNERGY.

SECTION No. IX FOURTH FIFTH REVISED SHEET NO. 9.435 CANCELS THIRD FOURTH REVISED SHEET NO. 9 435

19.6 Environmental Matters

To the best of its knowledge after diligent inquiry, each Party knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.

20. **General Provisions**

20.1 Project Viability

To assist DEF in assessing the RF/QF's financial and technical viability, the RF/QF shall provide the information and documents requested in Appendix C or substantially similar documents, to the extent the documents apply to the type of Facility covered by this Contract and to the extent the documents are available. All documents to be considered by DEF must be submitted at the time this Contract is presented to DEF. Failure to provide the following such documents may result in a determination of non-viability by DEF.

20.2 Permits

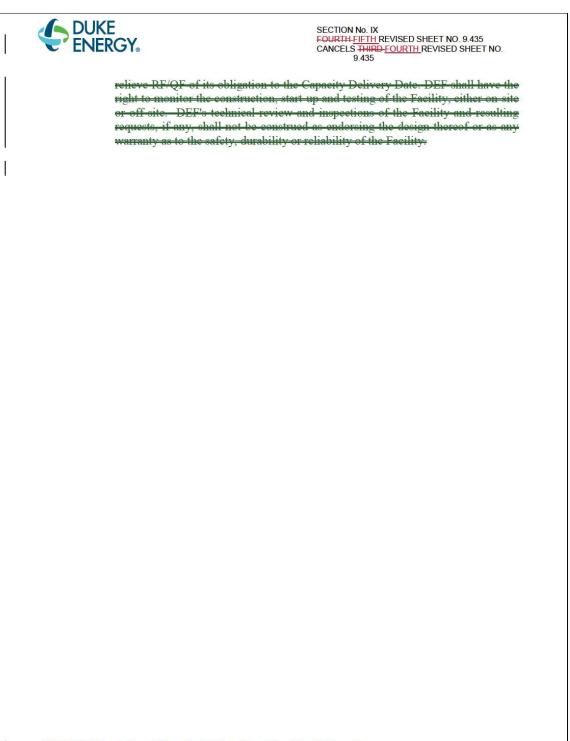
The RF/QF hereby agrees to obtain and maintain any and all permits, certifications, licenses, consents or approvals of any governmental authority which the RF/QF is required to obtain as a prerequisite to engaging in the activities specified in this Contract.

20.3 Project Management

If requested by DEF, the RF/QF shall submit to DEF its integrated project schedule for DEF's review within sixty (60) calendar days from the execution of this Contract, and a start-up and test schedule for the Facility at least sixty (60) calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, permitting, construction and operating milestone dates and activities. The RF/QF shall submit monthly progress reports in a form satisfactory to DEF within fifteen (15) calendar days after the close of each month from the first month following the Effective Date until the Capacity Delivery Date. The RF/QF shall notify DEF of any changes in such schedules within ten (10) calendar days after such changes are determined. If for any reason, DEF has reason to believe that RF/QF may fail to achieve the Capacity Delivery Date, then, upon DEF's request, RF/QF shall submit to DEF, within ten (10) business days of such request, a remedial action plan ("Remedial Action Plan") that sets forth a detailed description of RF/QF's proposed course of action to promptly achieve the Capacity Delivery Date. Delivery of a Remedial Action Plan does not ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL

EFFECTIVE: July 13, 2017

Attachment A



ISSUED BY: Javier Portuondo, <u>Managing</u> Director, Rates & Regulatory Strategy - FL EFFECTIVE: July 13, 2017

SECTION No. IX FOURTH_FIFTH_REVISED SHEET NO. 9.436 CANCELS THIRD_FOURTH_REVISED SHEET NO. 9.436

relieve RF/QF of its obligation to the Capacity Delivery Date. DEF shall have the right to monitor the construction, start-up and testing of the Facility, either on-site or off-site. DEF's technical review and inspections of the Facility and resulting requests, if any, shall not be construed as endorsing the design thereof or as any warranty as to the safety, durability or reliability of the Facility.

The RF/QF shall provide DEF with the final designer's/manufacturer's generator capability curves, protective relay types, proposed protective relay settings, main one-line diagrams, protective relay functional diagrams, and alternating current and direct elementary diagrams for review and inspection at DEF no later than one hundred eighty (180) calendar days prior to the initial synchronization date.

20.4 Assignment

Either Party may not assign this Contract, without the other Party's prior written approval, which approval may not be unreasonably withheld or delayed.

The RF/QF shall be responsible for DEF's reasonable costs and expenses associated with the review, negotiation, execution and delivery of any such documents or information pursuant to such collateral assignment, including reasonable attorney's fees.

20.5 Disclaimer

In executing this Contract, DEF does not, nor should it be construed, to extend its credit or financial support for benefit of any third parties lending money to or having other transactions with the RF/QF or any assigns of this Contract.

20.6 Notification

All formal notices relating to this Contract shall be deemed duly given when delivered in person, or sent by registered or certified mail, <u>trackable private</u> <u>delivery service</u>, or sent by fax if followed immediately with a copy sent by registered or certified mail<u>or trackable private delivery service</u>, to the individuals designated below. The Parties designate the following individuals to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party written instructions to contact another individual:

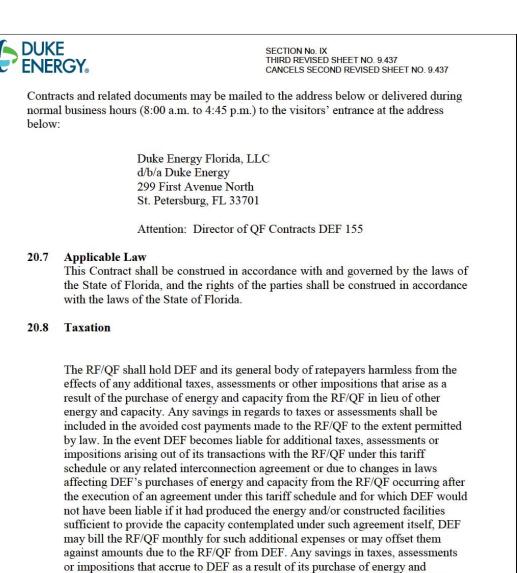
For the RF/QF:

L

For DEF:

Duke Energy Florida, LLC Director of QF Contracts DEF 155 299 First Avenue North St. Petersburg, FL 33701

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL EFFECTIVE: June 5, 2018



capacity under this tariff schedule that are not already reflected in the avoided energy or avoided capacity payments made to the RF/QF hereunder, shall be passed on to the RF/QF to the extent permitted by law without consequential

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL EFFECTIVE: June 5, 2018

penalty or loss of such benefit to DEF.

DUKE ENERGY.

SECTION №. IX THIRD REVISED SHEET NO. 9.438 CANCELS SECOND REVISED SHEET NO. 9.438

20.9 Resolution of Disputes

20.9.1 Notice of Dispute

In the event that any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or validity thereof should arise between the Parties (a "Dispute"), the Party may declare a Dispute by delivering to the other Party a written notice identifying the disputed issue.

20.9.2 Resolution by Parties

Upon receipt of a written notice claiming a Dispute, executives of both Parties shall meet at a mutually agreeable time and place within ten (10) business days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Dispute. In such meetings and exchanges, a Party shall have the right to designate as confidential any information that such Party offers. No confidential information exchanged in such meetings for the purpose of resolving a Dispute may be used by a Party in litigation against the other Party. If the matter has not been resolved within thirty (30) calendar days of the disputing Party's notice having been issued, or if the Parties fail to meet within ten (10) business days as required above, either Party may initiate binding arbitration in St. Petersburg, Florida, conducted in accordance with the then current American Arbitration Association's ("AAA") Large, Complex Commercial Rules or other mutually agreed upon procedures.

20.10 Limitation of Liability

IN NO EVENT SHALL DEF, ITS PARENT CORPORATION, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR MULTIPLE DAMAGES RESULTING FROM ANY CLAIM OR CAUSE OF ACTION, WHETHER BROUGHT IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL EFFECTIVE: July 13, 2017



SECTION №. IX THIRD REVISED SHEET NO. 9.439 CANCELS SECOND REVISED SHEET NO. 9.439

20.11 Severability

If any part of this Contract, for any reason, is declared invalid or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Contract, which remainder shall remain in force and effect as if this Contract had been executed without the invalid or unenforceable portion.

20.12 Complete Agreement and Amendments

All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendment or modification to this Contract shall be binding unless it shall be set forth in writing and duly executed by both Parties. This Contract constitutes the entire agreement between the Parties.

20.13 Survival of Contract

Subject to the requirements of Section 20.4, this Contract, as it may be amended from time to time, shall be binding upon, and inure to the benefit of, the Parties' respective successors-in-interest and legal representatives.

20.14 Record Retention

Each Party shall maintain for a period of five (5) years from the date of termination hereof all records relating to the performance of its obligations hereunder.

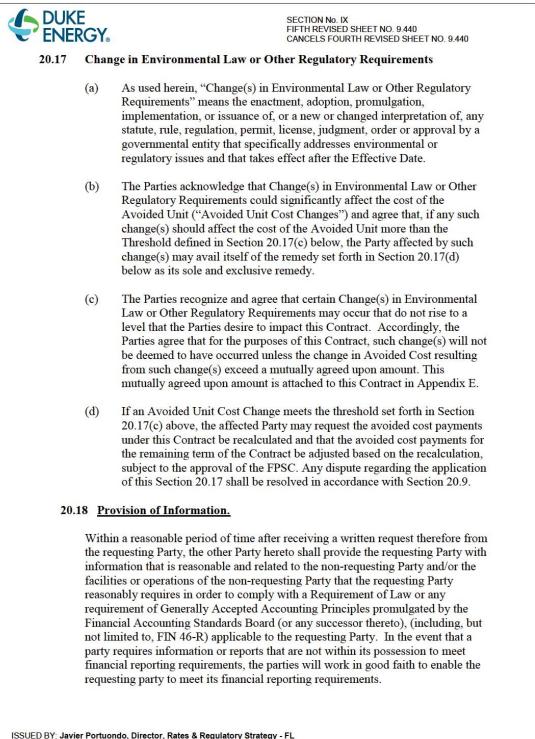
20.15 No Waiver

No waiver of any of the terms and conditions of this Contract shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

20.16 Set-Off

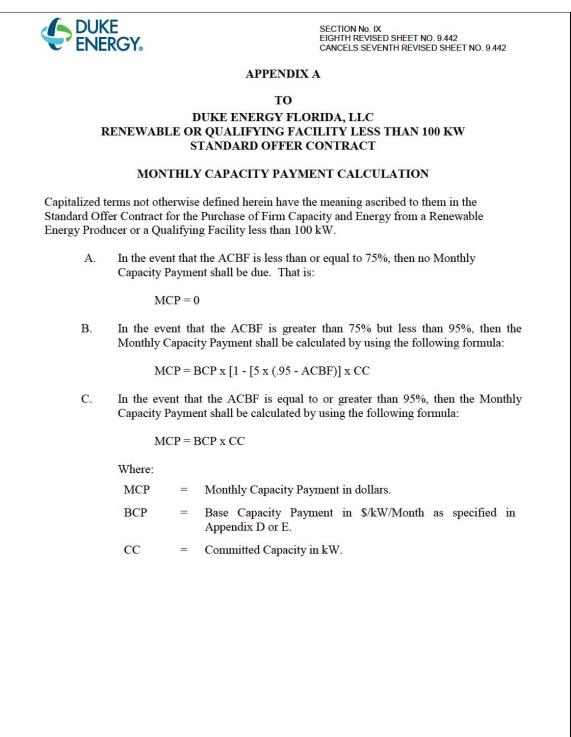
DEF may at any time, but shall be under no obligation to, set off or recoup any and all sums due from the RF/QF against sums due to the RF/QF hereunder without undergoing any legal process.

ISSUED BY: Javier Portuondo, Director, Rates & Regulatory Strategy - FL EFFECTIVE: July 13, 2017



EFFECTIVE: July 13, 2017

	SECTION No. IX THIRD REVISED SHEET NO. 9.441 CANCELS SECOND REVISED SHEET NO. 9.441
IN WITNESS WHEREOF, th	e RF/QF has executed this Contract on the date set forth below.
RF/QF	
Signature	
Print Name	
Title	
Date	
	EF has acknowledged receipt of this executed Contract.
IN WITNESS WHEREOF, D	
IN WITNESS WHEREOF, D. DUKE ENERGY FLORIDA,	
IN WITNESS WHEREOF, D. DUKE ENERGY FLORIDA, Signature	



ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL EFFECTIVE: June 5, 2018

	SECTION No. IX SECOND REVISED SHEET NO. 9.443 CANCELS FIRST REVISED SHEET NO. 9.443
ACBF	Annual Capacity Billing Factor. The ACBF shall be the electric energy actually received by DEF for the 12 consecutive months preceding the date of calculation excluding any energy received during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW, divided by the product of the Committed Capacity and the number of hours in the 12 consecutive months preceding the date of calculation excluding the hours during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW. If an event of Force Majeure occurs during the 12 consecutive months preceding the date of calculation in which the Committed Capacity is temporarily set to a value greater than 0 kW then the 12 month rolling average will be pro- rated accordingly. During the first 12 consecutive Monthly Billing Periods commencing with the first Monthly Billing Period in which Capacity Payments are to be made, the calculation of 12-month rolling average ACBF shall be performed as follows (a) during the first Monthly Billing Period, the ACBF shall be equal to the Monthly Availability Factor; (b) thereafter, the calculation of the ACBF shall be computed by summing the electric energy actually received by DEF for the number of full consecutive months preceding the date of calculation excluding any energy received during an event of Force Majeure in which the Committed Capacity is temporarily set equal to 0 kW, divided by the product of the Committed Capacity and the number of hours in the number of full consecutive months preceding the date of calculation in which the Committed Capacity is temporarily set equal to 0 kW. If an event of Force Majeure occurs during the months preceding the date of calculation in which the Committed Capacity is temporarily set to a value greater than 0 kW then the 12 month rolling average will be pro- rated accordingly. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a true 12-
MAF	Monthly Availability Factor. The total energy received during the Monthly Billing Period for which the calculation is made, divided by the product of Committed Capacity times the total hours during the Monthly Billing Period.
Monthly Billing Period	The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 a.m., on the Capacity Delivery Date and ending with the last calendar day of such month.
ISSUED BY: Javier Portuondo, Di EFFECTIVE: April 29, 2013	rector, Rates & Regulatory Strategy - FL

	SECTION No. IX FOURTH REVISED SHEET 9.444 CANCELS THIRD REVISED SHEET NO. 9.444				
RENEWABL	APPENDIX B TO DUKE ENERGY FLORIDA, LLC RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW STANDARD OFFER CONTRACT				
	TERMINATION FEE				
Standard Offer Contract for	erwise defined herein have the meaning ascribed to them in the for the Purchase of Firm Capacity and Energy from a Renewable alifying Facility less than 100 kW.				
in which the Capacity D	hall be the sum of the values for each month beginning with the month belivery Date occurs through the month of the Termination Date (or he case may be) computed according to the following formula:				
$n \\ \sum_{i = 1} (MCP_i)$	$-$ MCPC _i $) \cdot (1 + r)^{(n-i)}$				
with:	MCPC = 0 for all periods prior to the in-service date of the Avoided Unit:				
where					
i	number of Monthly Billing Periods commencing with the Capacity Delivery Date (i.e., the month in which Capacity Delivery Date occurs = 1; the month following this month in which Capacity Delivery Date occurs = 2 etc.)				
n	the number of Monthly Billing Periods which have elapsed from the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be)				
г	 DEF's incremental after-tax avoided cost of capital (defined as r in Appendix D). 				
MCP _i	Monthly Capacity Payment paid to RF/QFQF corresponding to the Monthly Billing Period i, calculated in accordance with Appendix A.				
MCPCi	 Monthly Capacity Payment for Option A corresponding to the Monthly Billing Period i, calculated in accordance with this Contract. 				
ISSUED BY: Javier Portuondo, M EFFECTIVE: June 5, 2018	anaging Director, Rates & Regulatory Strategy - FL				



C.

SECTION No. IX SIXTH REVISED SHEET NO. 9.445 CANCELS FIFTH REVISED SHEET NO. 9.445

In the event that for any Monthly Billing Period, the computation of the value of the Termination Fee for such Monthly Billing Period (as set forth above) yields a value less than zero, the amount of the Termination Fee shall be decreased by the amount of such value expressed as a positive number (the "Initial Reduction Value"); provided, however, that such Initial Reduction Value shall be subject to the following adjustments (the Initial Reduction Value, as adjusted, the "Reduction Value"):

a. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor, as defined in Appendix A is less than or equal to 75%, then the Initial Reduction Value shall be adjusted to equal zero (Reduction Value = 0), and the Termination Fee shall not be reduced for the applicable Monthly Billing Period.

b. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor, as defined in Appendix A, is greater than 75% but less than 95%, than the Reduction Value shall be determined as follows:

Reduction Value = Initial Reduction Value x [5 x (ACBF - .95)]

For the applicable Monthly Billing period, the Termination Fee shall be reduced by the amount of such Reduction Value.

In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor, as defined in Appendix A, is equal to or greater than 95%, then the Initial Reduction Value shall not be adjusted (Reduction Value = Initial Reduction Value), and the Termination Fee shall be reduced for the applicable Monthly Billing period by the amount of the Initial Reduction Value.

In no event shall DEF be liable to the RF/QF at any time for any amount by which the Termination Fee, adjusted in accordance with the foregoing, is less than zero (0).



SECTION №. IX SECOND REVISED SHEET NO. 9.446 CANCELS FIRST SHEET NO. 9.446

APPENDIX C TO DUKE ENERGY FLORIDA, LLC RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW STANDARD OFFER CONTRACT

DETAILED PROJECT INFORMATION

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW.

Each eligible Contract received by DEF will be evaluated to determine if the underlying RF/QF project is financially and technically viable. The RF/QF shall, to the extent available, provide DEF with a detailed project proposal which addresses the information requested below:

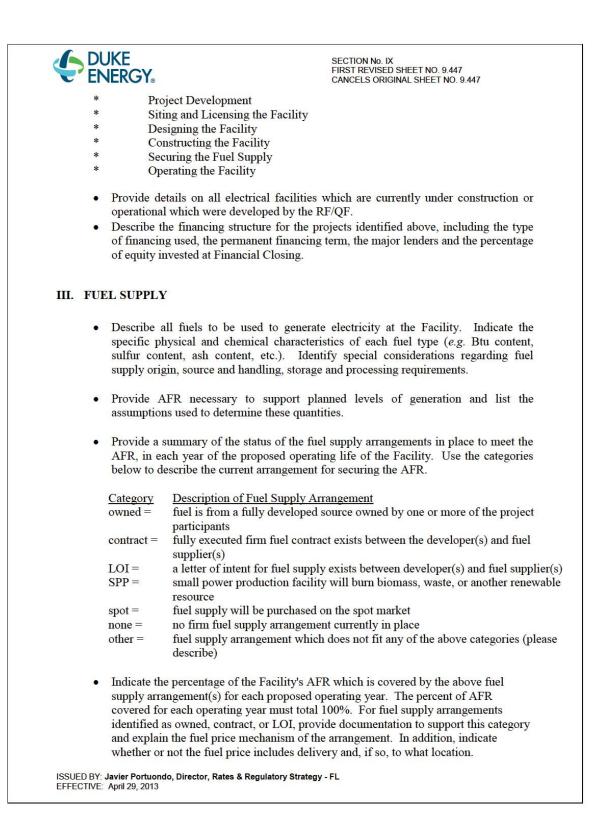
I. FACILITY DESCRIPTION

- Project Name
- Project Location
- * Street Address
- * Size Plot Plan
- * Legal Description of Site
- Generating Technology
- Primary Fuel
- Alternate Fuel (if applicable)
- Committed Capacity
- Expected In-Service Date
- Contact Person
- * Individual's Name and Title
- * Company Name
- * Address
- * Telephone Number
- * Fax Number

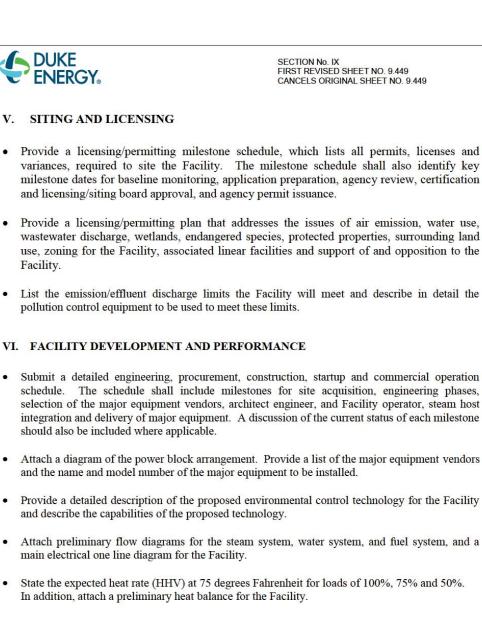
II. PROJECT PARTICIPANTS

• Indicate the entities responsible for the following project management activities and provide a detailed description of the experience and capabilities of the entities:

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL EFFECTIVE: June 5, 2018



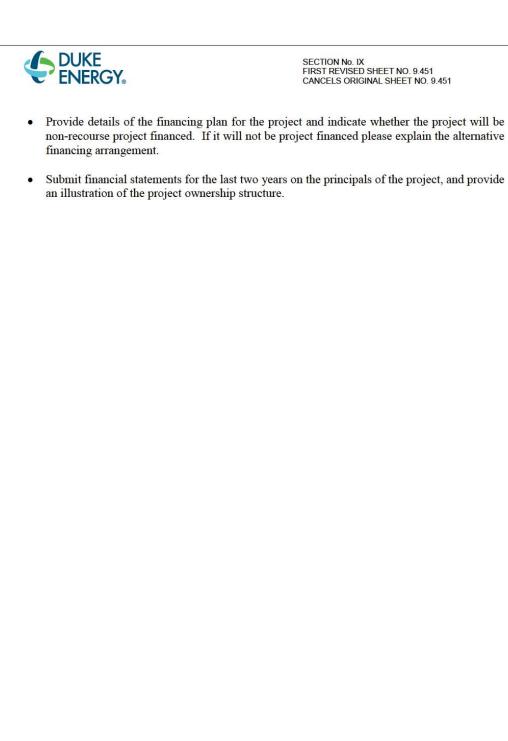
	(E RGY.	SECTION No. IX FIRST REVISED SHEET NO. 9.448 CANCELS ORIGINAL SHEET NO, 9.448				
50 50 51	• Describe fuel transportation networks available for delivering all primary and secondary fuel to the Facility site. Indicate the mode, route and distance of each segment of the journey, from fuel source to the Facility site. Discuss the current status and pertinent factors impacting future availability of the transportation network.					
		necessary to support planned levels of generation and list the d to determine these quantities.				
n	neet the AFTR	hary of the status of the fuel transportation arrangements in place to in each year of the proposed operating life of the Facility. Use the v to describe the current arrangement for securing the AFTR.				
	owned =	fuel transport via a fully developed system owned by one or more of the project participants				
1	contract =	fully executed firm transportation contract exists between the developer(s) and fuel transporter(s)				
1	LOI =	a letter of intent for fuel transport exists between developer(s) and fuel transporter(s)				
	spot = none =	fuel transportation will be purchased on the spot market no firm fuel transportation arrangement currently in place				
	other =	fuel transportation arrangement which does not fit any of the above categories (please describe)				
fo	or primary and	aimum, minimum and average fuel inventory levels to be maintained secondary fuels at the Facility site. List the assumptions used in inventory levels.				
		ation regarding RF/QF's plans to maintain sufficient on site fuel to and energy for an uninterrupted seventy-two (72) hour period.				
IV. PLAN	T DISPATCH	ABILITY/CONTROLLABILITY				
	the following ince capabilitie	operating characteristics and a detailed explanation supporting the s indicated:				
*		ate (MW/minute) pability (% above Committed Capacity)				
*	Minimu	n power level (% of Committed Capacity)				
*	racinty	Turnaround Time, Hot to Hot (hours) Time from Cold Shutdown (hours)				
*	Unit Cyc	eling (# cycles/yr.)				
*	MW and	MVAR Control (ACC, Manual, Other (please explain))				



VII. FINANCIAL

• Provide DEF with assurances that the proposed RF/QF project is financially viable in accordance with FPSC Rule 25-17.0832(4)(c) by attaching a detailed pro-forma cash flow analysis. The pro-forma must include, at a minimum, the following assumptions for each year of the project.

	SECTION N FIRST REVI CANCELS C	o. IX SED SHEET NO. 9.450 IRIGINAL SHEET NO. 9.450
Annual Project	et Revenues	
*	Capacity Payments (\$ and \$/kW/Mo.)	
*	Variable O&M (\$ and \$/MWh)	
*	Energy (\$ and \$/MWh)	
*	Tipping Fees (\$ and \$/ton)	
*	Interest Income	
	Other Revenues Variable O&M Escalation (%/yr.)	
*	Energy Escalation (%/yr.)	
*	Tipping Fee Escalation (%/yr.)	
Annual Project	et Expense	
*	Fixed O&M (\$ and \$/kW/Mo.)	
*	Variable O&M (\$ and \$/MWh)	
*	Energy (\$ and \$/MWh) Property Taxes (\$)	
*	Insurance (\$)	
*	Emission Compliance (\$ and \$/MWh)	
	Depreciation (\$ and %/yr.)	
	Other Expenses (\$)	
	Fixed O&M Escalation (%/yr.)	
	Variable O&M Escalation (%/yr.)	
*	Energy Escalation (%/yr.)	
Other Project	Information	
*	Installed Cost of the Facility (\$ and \$/kW)	
*	Committed Capacity (kW)	
*	iverage field faite fillt (hibi ofkwill)	
	Federal Income Tax Rate (%)	
*	Facility Capacity Factor (%) Energy Sold to DEF (MWh)	
• Permanent Fi	nancing	
*	Permanent Financing Term (yr.)	
*	Project Capital Structure (percentage of lor tax exempt debt and equity)	ng-term debt, subordinated debt,
*	Financing Costs (cost of long-term debt, debt and equity)	subordinated debt, tax exempt
*	Annual Interest Expense	
*	Annual Debt Service (\$)	
*	Amortization Schedule (beginning balan reduction, ending balance)	ce, interest expense, principal
	rtuondo, Director, Rates & Regulatory Strategy - FL	
EFFECTIVE: April 29,	2013	





SECTION No. IX SECOND REVISED SHEET NO. 9.452 CANCELS FIRST SHEET NO. 9.452

APPENDIX D

TO

DUKE ENERGY FLORIDA, LLC RENEWABLE OR QUALIFYING FACILITY LESS THAN 100 KW STANDARD OFFER CONTRACT

RATE SCHEDULE COG-2

Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Producer or a Qualifying Facility less than 100 kW.

SCHEDULE

COG-2, Firm Capacity and Energy from a Renewable Facility ("RF/QF") or a Qualifying Facility less than 100 kW ("QF")

AVAILABLE

DEF will, under the provisions of this schedule and the Contract to which this Appendix is attached and incorporated into by reference, purchase firm capacity and energy offered by a RF/QF as defined in the contract. DEF's obligation to contract to purchase firm capacity from such RF/QF by means of this schedule and the Contract will continue no later than the Expiration Date.

APPLICABLE

To RF/QFs as defined in the Contract producing capacity and energy for sale to DEF on a firm basis pursuant to the terms and conditions of this schedule and the Contract. "Firm Capacity and Energy" are described by FPSC Rule 25-17.0832, F.A.C., and are capacity and energy produced and sold by a RF/QF pursuant to the Contract provisions addressing (among other things) quantity, time and reliability of delivery.

CHARACTER OF SERVICE

Purchases within the territory served by DEF shall be, at the option of DEF, single or three phase, 60-hertz alternating current at any available standard DEF voltage. Purchases from outside the territory served by DEF shall be three phase, 60-hertz alternating current at the voltage level available at the interchange point between DEF and the entry delivering the Firm Capacity and Energy from the RF/QF.

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL EFFECTIVE: June 5, 2018



SECTION No. IX FIRST REVISED SHEET NO. 9.453 CANCELS ORIGINAL SHEET NO, 9.453

LIMITATION

Purchases under this schedule are subject to FPSC Rules 25-17.080 through 25-17.310, F.A.C., and are limited to those RF/QFs which:

A. Are defined in the Contract;

B. Execute a Contract;

RATES FOR PURCHASES BY DEF

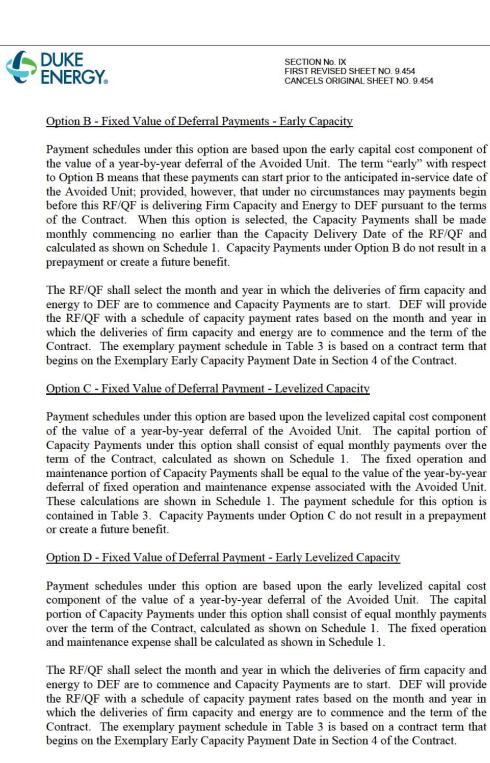
Firm Capacity and Energy are purchased at unit cost, in dollars per kilowatt per month and cents per kilowatt-hour, respectively, based on the value of deferring additional capacity required by DEF. For the purpose of this schedule, an Avoided Unit has been designated by DEF. DEF's next Avoided Unit has been identified in Section 4 of the Contract. Schedule 1 to this Appendix describes the methodology used to calculate payment schedules, general terms, and conditions applicable to the Contract filed and approved pursuant to FPSC Rules 25-17.080 through 25-17.310, F.A.C.

A. Firm Capacity Rates

Four options, A through D, as set forth below, are available for payments of firm capacity that is produced by a RF/QF and delivered to DEF. Once selected, an option shall remain in effect for the term of the Contract. Exemplary payment schedules, shown below, contain the monthly rate per kilowatt of firm Capacity which the RF/QF has contractually committed to deliver to DEF and are based on a contract term which extends through the Termination Date in Section 4 of the Contract. Payment schedules for other contract terms will be made available to any RF/QF upon request and may be calculated based on the methodologies described in Schedule 1. The currently approved parameters used to calculate the following schedule of payments are found in Schedule 2 to this Appendix.

Option A - Fixed Value of Deferral Payments - Normal Capacity

Payment schedules under this option are based on the value of a year-by-year deferral of DEF's Avoided Unit with an in-service date as of the Avoided Unit In-Service Date in Section 4 of the Contract, calculated in accordance with FPSC Rule 25-17.0832, F.A.C., as described in Schedule 1. Once this option is selected, the current schedule of payments shall remain fixed and in effect throughout the term of the Contract. The payment schedule for this option follows in Table 3.



ENER			LREVISED SHEET NO. 9.455 EVENTH REVISED SHEET	
_	EXAMPLE MONTH DEF' le or Qualifying Faci	esignated CT		
		(\$/kW/MONT	H)	
	Option A	Option B	Option C	Option D
	Normal	Early	Levelized	Early Levelized
	Capacity	Capacity	Capacity	Capacity
Contract	Payment Starting	Payment Starting	Payment Starting	Payment Starting
Year	on the Avoided	on the	on the Avoided	on the
	Unit In-Service	Exemplary	Unit In-Service	Exemplary
	Date	Capacity	Date	Capacity
		Payment Date		Payment Date
2024				
2025		3.7 <u>1</u> 2		<u>3.94</u> 4.19
2026		3. <u>75</u> 81		<u>3.95</u> 4.20
2027	4. <u>78</u> 84	3. <u>80</u> 91	5. <u>05</u> 37	<u>3.954.21</u>
2028	4. <u>85</u> 96	<u>3.85</u> 4.00	5. <u>05</u> 38	<u>3.95</u> 4.21
2029	<u>4.91</u> 5.09	<u>3.90</u> 4.10	5. <u>05</u> 38	<u>3.964.22</u>
2030	<u>4.97</u> 5.22	<u>3.96</u> 4.21	5. <u>06</u> 39	<u>3.964.23</u>
2031	5. <u>04</u> 35	4. <u>01</u> 31	5. <u>06</u> 40	<u>3.97</u> 4.23
2032	5. <u>11</u> 4 8	4. <u>06</u> 42	5. <u>07</u> 41	<u>3.97</u> 4.24
2033	5. <u>17</u> 62	4. <u>11</u> 53	5. <u>07</u> 4 2	<u>3.974.25</u>
2034	5. <u>24</u> 76	4. <u>17</u> 64	5. <u>08</u> 43	<u>3.98</u> 4.26
2035	5. <u>31</u> 90	4. <u>22</u> 76	5. <u>08</u> 44	<u>3.98</u> 4.26
2036	<u>5.38</u> 6.05	4. <u>28</u> 88	5. <u>09</u> 45	3.994.27
2037	<u>5.45</u> 6.20	<u>4.34</u> 5.00	5. <u>09</u> 46	<u>3.99</u> 4.28

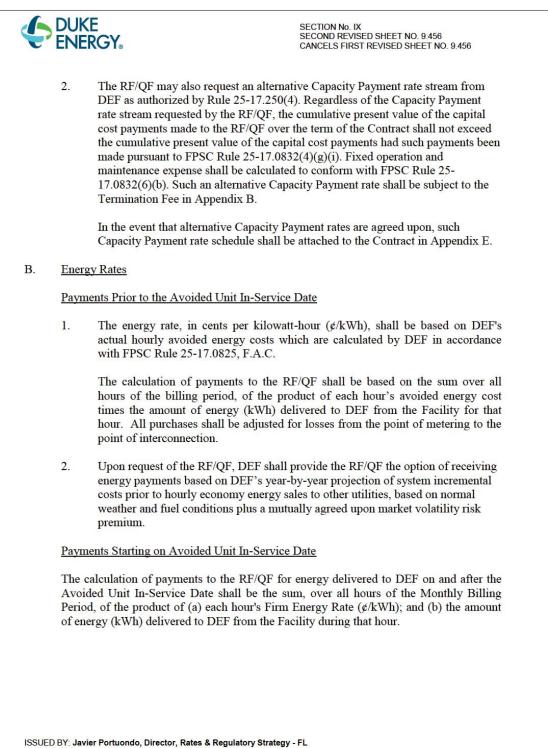
SECTION No. IX

1. The Capacity Payment schedules contained in this Contract assume a term of ten years from the Avoided Unit In-Service Date. In the event the RF/QF requests a term greater than ten years but less than the Avoided Unit Life then DEF shall prepare a schedule of Capacity Payments for the requested term. Such Capacity Payment rates shall be calculated utilizing the value-of-deferral methodology described in FPSC Rule 25-17.0832(6).

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL EFFECTIVE: June 5, 2018

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Attachment A



EFFECTIVE: July 13, 2017



SECTION No. IX ELEVENTH REVISED SHEET NO. 9.457 CANCELS TENTH REVISED SHEET NO. 9.457

For any period during which energy is delivered by the RF/QF to DEF, the Firm Energy Rate in cents per kilowatt hour (ϕ /kWh) shall be the following on an hour-by-hour basis: the lesser of (a) the As-Available Energy Rate and (b) the Avoided Unit Energy Cost. The Avoided Unit Energy Cost, in cents per kilowatt - hour (ϕ /kWh) shall be defined as the product of (a) the Avoided Unit Fuel Cost and (b) the Avoided Unit Heat Rate; plus (c) the Avoided Unit Variable O&M.

For the purposes of this agreement, the Avoided Unit Fuel Cost shall be determined from gas price published in Platts Inside FERC, Gas Market Report, first of the month posting for Florida Gas Transmission ("FGT") Zone 3, plus other charges, surcharges and percentages that are in effect from time to time.

The Parties may mutually agree to fix a minority portion of the base firm energy payments associated with the Avoided Unit and amortize that fixed portion, on a present value basis, over the term of the Contract. Such fixed firm energy payments may, at the option of the RF/QF, start as early as the Avoided Unit In-Service Date. For purposes of this paragraph, "base firm energy payments associated with the Avoided Unit" means the energy costs of the Avoided Unit to the extent that the Avoided Unit would have been operated. If this option is mutually agreed upon, it will be attached to this Contract in Appendix E.

ESTIMATED AS-AVAILABLE ENERGY COST

As required in Section 25-17.0825, F.A.C., information relating to as-available energy cost projections will be provided within 30 days of a written request for such projections by any interested person.

¢.	DUKE ENERGY.	SECTION No. IX <u>FOURTEENTH THIRTEENTH REVI</u> SED SHEET NO. 9.458 CANCELS TWELFTH <u>THIRTEENTH</u> REVISED SHEET NO. 9.458
EST	IMATED UNIT FUEL COST	
Avoi	ded Unit are based on current estin	A.C., the estimated fuel costs associated with DEF's nates of the price of natural gas and will be provided h projections by any interested person.
DEL	IVERY VOLTAGE ADJUSTMEN	<u>T</u>
effici volta Loss cost appro RF/Q	encies are developed for the transmige levels. This analysis is provided if Factor (currently Attachment Q) -in recovery filing with the FPSC. An opriate delivery efficiency factor, is	lyzed annually for the prior calendar year, and delivery ission, distribution primary, and distribution secondary in the DEF's Procedures For Changing The Real Power is the Open Access Transmission Tariff and DEF's fuel adjustment factor, calculated as the reciprocal of the applicable to the above determined energy costs if the to reflect the delivery voltage level at which RF/QF
The	eurrent delivery voltage adjustment fa	retors are:
	Delivery Voltage	Adjustment Factor
	Transmission Voltage Delivery	1.0149
	Primary Voltage Delivery	1.0253
	Secondary Voltage Delivery	1.0627
The		calculated based on the current delivery efficiencies in
		assonstation Tariff as approved by the FERC. The current
	ested person.	rovided within 30 days of a written request by any
PER	FORMANCE CRITERIA	
	nents for firm Capacity are conditio ormance criteria:	ned on the RF/QF's ability to maintain the following
A.	Capacity Delivery Date	
	The Capacity Delivery Date shall l	be no later than the Required Capacity Delivery Date.
B.	Availability and Capacity Factor	
		apacity factor are used in the determination of firm

ISSUED BY: Javier Portuondo, Managing Director, Rates & Regulatory Strategy - FL EFFECTIVE: March 5, 2010

the Contract.

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SECTION №. IX THIRD REVISED SHEET №. 9.459 CANCELS SECOND REVISED SHEET №. 9.459

METERING REQUIREMENTS

The RF/QFs within the territory served by DEF shall be required to purchase from DEF hourly recording meters to measure their energy deliveries to DEF. Energy purchases from the RF/QFs outside the territory of DEF shall be measured as the quantities scheduled for interchange to DEF by the entity delivering Firm Capacity and Energy to DEF.

BILLING OPTIONS

A RF/QF, upon entering into this Contract for the sale of firm capacity and energy or prior to delivery of as-available energy, may elect to make either simultaneous purchases from and sales to DEF, or net sales to DEF; provided, however, that no such arrangement shall cause the RF/QF to sell more than the Facility's net output. A decision on billing methods may only be changed: 1) when a RF/QF selling as-available energy enters into this Contract for the sale of firm capacity and energy; 2) when a Contact expires or is lawfully terminated by either the RF/QF or DEF; 3) when the RF/QF is selling as-available energy and has not changed billing methods within the last twelve months; 4) when the election to change billing methods will not contravene the provisions of FPSC Rule 25-17.0832 or a contract between the RF/QF and DEF.

If a RF/QF elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days advance written note to DEF; 2) the installation by DEF of any additional metering equipment reasonably required to effect the change in billing and upon payment by the RF/QF for such metering equipment and its installation; and 3) upon completion and approval by DEF of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the RF/QF for such alteration(s).

Payments due a RF/QF will be made monthly and normally by the twentieth business day following the end of the billing period. The kilowatt-hours sold by the RF/QF and the applicable avoided energy rates at which payment are being made shall accompany the payment to the RF/QF.



SECTION No. IX FOURTH REVISED SHEET NO. 9.460 CANCELS THIRD REVISED SHEET NO. 9.460

CHARGES TO RENEWABLE ENERGY PROVIDER

The RF/QF shall be responsible for all applicable charges as currently approved or as they may be approved by the Florida Public Service Commission, including, but not limited to:

A. Retail Service Charges

The RF/QF shall be responsible for all FPSC approved charges for any retail service that may be provided by DEF. The RF/QF shall be billed at the customer charge rate stated in DEF's applicable standby tariff monthly for the costs of meter reading, billing, and other administrative costs.

B. Interconnection Charges

Applicable Interconnection Charges are included in the transmission arrangements entered into with the Transmission Provider. Notwithstanding the above, Interconnection Charges must be in accordance with the provisions of FPSC Rule 25-17.087.

C. Transmission Charges

Applicable Transmission Charges are included in the transmission arrangements entered into with the Transmission Provider. Notwithstanding the above, Transmission Charges must be in accordance with the provisions of FPSC Rule 25-17.087.

P	DUK	E RGY。	SECTION No. IX FIRST REVISED SHEET NO. 9.461 CANCELS ORIGINAL SHEET NO, 9.461			
TERI	MS OF	SERVICE				
A.		ll be the RF/QF's respo ation capability.	nsibility to inform DEF of any change in its electric			
B.		electric service delivered by DEF to a RF/QF located in DEF's service are be subject to the following terms and conditions:				
	(1)		tered separately and billed under the applicable retail se terms and conditions shall pertain.			
	(2)		ill be required in accordance with FPSC Rules 25- 97, F.A.C., and the following:			
		upon the singu from DEF ex purchases from to twice the a	ar of operation, the security deposit should be based ilar month in which the RF/QF's projected purchases xceed, by the greatest amount, DEF's estimated n the RF/QF. The security deposit should be equal amount of the difference estimated for that month. required upon interconnection.			
		between the F actual month be adjusted to	thereafter, a review of the actual sales and purchases RF/QF and DEF will be conducted to determine the of maximum difference. The security deposit should equal twice the greatest amount by which the actual mases by the RF/QF exceed the actual sales in DEF in			
	(3)	DEF shall specify the	point of interconnection and voltage level.			
	(4)	features of the RF/Q considered by DEI Notwithstanding the	er into an interconnection to DEF's system. Specific F and its interconnection to DEF's facilities will be F in preparing the interconnection agreement. above, interconnection with, and delivery into, the must be accomplished in accordance with the ule 25-17.087.			
C.	Servie FPSC		edule is subject to the rules and regulations of the			
ISSUEE) BY: <mark>Javi</mark>	er Portuondo, Director, Rates	& Regulatory Strategy - FL			



SECTION No. IX FIRST REVISED SHEET NO. 9.462 CANCELS ORIGINAL SHEET NO. 9.462

SCHEDULE 1 TO RATE SCHEDULE COG-2

CALCULATION OF VALUE OF DEFERRAL PAYMENTS

APPLICABILITY

This Schedule 1 provides a detailed description of the methodology used by DEF to calculate the monthly values of deferring or avoiding the Avoided Unit identified in the Contract. When used in conjunction with the current FPSC-approved cost parameters associated with the Avoided Unit contained in Schedule 2, a RF/QF may determine the applicable value of deferral capacity payment rate associated with the timing and operation of its particular facility should the RF/QF enter into a Contract with DEF.

Also contained in this Schedule 1 is the discussion of the types and forms of surety bond requirements or equivalent assurance for payment of the Termination Fee acceptable to DEF in the event of contractual default by a RF/QF.

CALCULATION OF VALUE OF DEFERRAL OPTION A

FPSC Rule 25-17.0832(5) specifies that avoided capacity costs, in dollars per kilowatt per month, associated with capacity sold to a utility by a RF/QF pursuant to Contract shall be defined as the year-by-year value of deferral of the Avoided Unit. The year-by-year value of deferral shall be the difference in revenue requirements associated with deferring the Avoided Unit one year, and shall be calculated as follows:

 $VAC_{m} = 1/12 [KI_{n} (1 - R) / (1 - R^{L}) + O_{n}]$

Where, for a one year deferral:

In

VAC _m	=	utility's monthly value of avoided capacity, in dollars per
		kilowatt per month, for each month of year n;

K = present value of carrying charges for one dollar of investment over L years with carrying charges computed using average annual rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year;

R =
$$(1 + i_p)/(1 + r);$$

= total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Avoided Unit with an in-service date of year n, including all identifiable and quantifiable costs relating to the construction for the Avoided Unit which would have been paid had the Avoided Unit been constructed;

DUKE ENERGY.		SECTION No. IX FIRST REVISED SHEET NO. 9.463 CANCELS ORIGINAL SHEET NO, 9.463	
On	=	total fixed operation and maintenance expense for the year n, in mid-year dollars per kilowatt per year, of the Avoided Unit;	
i _p	=	annual escalation rate associated with the plant cost of the Avoided Unit;	
i _o	=	annual escalation rate associated with the operation and maintenance expense of the Avoided Unit;	
r	=	annual discount rate, defined as the utility's incremental after-tax cost of capital;	
L	=	expected life of the Avoided Unit; and	
n	=	year for which the Avoided Unit is deferred starting with the Avoided Unit In-Service Date and ending with the Termination Date	

<u>CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS - EARLY</u> <u>CAPACITY-OPTION B</u>

Under the fixed value of deferral Option A, payments for firm capacity shall not commence until the in-service date of the Avoided unit(s). At the option of the RF/QF, however, DEF may begin making payments for capacity consisting of the capital cost component of the value of a year-by-year deferral of the Avoided Unit prior to the anticipated in-service date of the Avoided Unit. When such payments for capacity are elected, the avoided capital cost component of Capacity Payments shall be paid monthly commencing no earlier than the Capacity Delivery Date of the RF/QF, and shall be calculated as follows:

$$A_{M} = [A_{c} (1 + i_{p})^{(m-1)} + A_{o} (1 + i_{o})^{(m-1)}] / 12$$
 for m = 1 to t

Where:

A _M	Eres	monthly payments to be made to the RF/QF for each month of the contract year n, in dollars per kilowatt per month in which RF/QF delivers capacity pursuant to the early capacity option;
i _p	1777	annual escalation rate associated with the plant cost of the Avoided Unit;
i.	=	annual escalation rate associated with the operation and

= annual escalation rate associated with the operation and maintenance expense of the Avoided Unit;

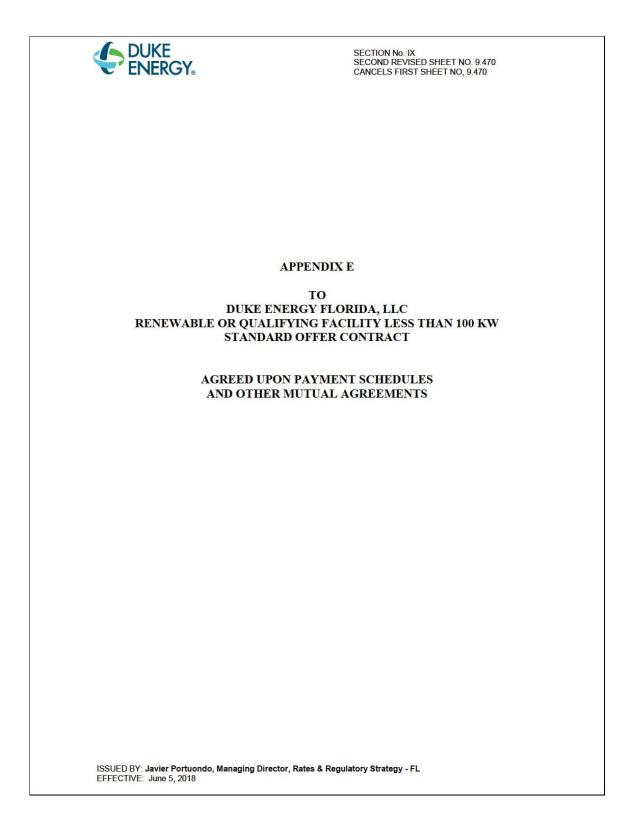
		SECTION No. IX FIRST REVISED SHEET NO. 9.464 CANCELS ORIGINAL SHEET NO, 9.464
m	Ξ	year for which the fixed value of deferral payments under the early capacity option are made to a RF/QF, starting in year one and ending in the year t;
t	=	the Term, in years, of the Contract:
A_{c}	=	$F[(1-R)/(1-R^{t})]$
Where:		
F	Ξ	the cumulative present value, in the year that the contractual payments will begin, of the avoided capital cost component of Capacity Payments which would have been made had Capacity Payments commenced with the Avoided Unit In-Service Date;
R	=	$(1 + i_p)/(1 + r)$
г	=	annual discount rate, defined as DEF's incremental after- tax cost of capital; and
Ao	=	$G[(1-R)/(1-R^{t})]$
Where:		
G	=	The cumulative present value, in the year that the contractual payments will begin, of the avoided fixed operation and maintenance expense component of Capacity Payments which would have been made had Capacity Payments commenced with the Avoided Unit In-Service Date.
R	=	$(1 + i_o)/(1 + r)$
The currently approved	para	meters applicable to the formulas above are found in Schedule 2.
		VALUE OF DEFERRAL PAYMENTS <u>-</u> LEVELIZED CAPACITY - OPTION C & OPTION D,
Monthly fixed value of do be calculated as follows:	eferra	l payments for levelized and early levelized capacity shall

 cost component of the Capacity Payments which would have been made had the Capacity Payments not been levelized; r = the annual discount rate, defined as DEF's incremental after-tax cost of capital; t = the Term, in years of the Contract O = the monthly fixed operation and maintenance component of the Capacity Payments, calculated in accordance with calculation of the fixed value of deferral payments for the levelized capacity or the early levelized capacity options. RISK-RELATED GUARANTEES With the exception of governmental solid waste facilities covered by FPSC Rule 25-17.091, FPSC Rule 25-17.0932 (4)(e)10 requires that, when fixed value of deferral payments - early capacity, levelized capacity, or early levelized capacity are elected, the RF/QF must provide a surety bond or equivalent assurance of securing the payment of a Termination Fee in the event the RF/QF is unable to meet the terms and conditions of its Contract. Depending on the nature of the RF/QF's operation, financial health and solvency, and its ability to meet the terms and conditions of the following may constitute an equivalent assurance of payment: (1) Bond; (2) Cash deposit(s) with DEF; (3) Unconditional, irrevocable, direct pay Letter of Credit; (4) Unsecured promise by a municipal, county or state government to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such government allowing the utility to levy a surcharge on either the electic bills of the government's electricity consuming facilities or the constituent electric customers of such government to assure that payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such government allowing the utility to levy a surcharge on either the electric bills of the government's electricity consuning facilities		0	SECTION No. IX FIRST REVISED SHEET NO. 9.465 CANCELS ORIGINAL SHEET NO. 9.465
 PL = the monthly levelized capacity payment, starting on or prior to the in-service date of DEF's Avoided Unit(s): F = the cumulative present value, in the year that the contractual payments will begin, of the avoided capital cost component of the Capacity Payments which would have been made had the Capacity Payments not been levelized; r = the annual discount rate, defined as DEF's incremental after-tax cost of capital; t = the Term, in years of the Contract O = the monthly fixed operation and maintenance component of the Capacity Payments, calculated in accordance with calculation of the fixed value of deferral payments for the levelized capacity or the early levelized capacity options. RISK-RELATED GUARANTEES With the exception of governmental solid waste facilities covered by FPSC Rule 25-17.0832 (4)(e)10 requires that, when fixed value of deferral payments - early capacity, levelized capacity, or early levelized capacity are the terms and conditions of its Contract. Depending on the nature of the RF/QF is unable to meet the terms and conditions of its Contract. Depending on the nature of the RF/QF's operation, financial health and Solvency, and its ability to meet the terms and conditions of its Contract. Depending on the nature of the RF/QF's operation, financial health and Solvency, and its ability to meet the gap cupient of Credit; (1) Bond; (2) Cash deposit(s) with DEF; (3) Unconditional, irrevocable, direct pay Letter of Credit; (4) Unsecured promise by a municipal, county or state government to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such government allowing the utility to level a surcharge on either the electric bills of the government's electricity consuming facilities or the constituent electric customers of such government to assure that payments for early or levelized capacity are repaid; (3) Une	P _L =	= (F / 12) · [1	$r / 1 - (1 + r)^{-t}] + O$
 prior to the in-service date of DEF's Avoided Unit(s): F = the cumulative present value, in the year that the contractual payments will begin, of the avoided capital cost component of the Capacity Payments which would have been made had the Capacity Payments not been levelized; r = the annual discount rate, defined as DEF's incremental after-tax cost of capital; t = the Term, in years of the Contract O = the monthly fixed operation and maintenance component of the Capacity Payments, calculated in accordance with calculation of the fixed value of deferral payments for the levelized capacity or the early levelized capacity options. RISK-RELATED GUARANTEES With the exception of governmental solid waste facilities covered by FPSC Rule 25-17.0832 (4)(e)10 requires that, when fixed value of deferral payments a surety bond or equivalent assurance of securing the payment of a Ermination Fee in the event the RF/QF is unable to meet the terms and conditions of the Contract. Depending on the nature of the RF/QF's operation, financial health and solvency, and its ability to meet the terms and conditions of the Contract, one of the billowing may constitute an equivalent assurance of payment: (1) Bond; (2) Cash deposit(s) with DEF; (3) Unconditional, irrevocable, direct pay Letter of Credit; (4) Unsecured promise by a municipal, county or state government to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such government allowing the utility to levy a surcharge on either the electric bills of the government's electricity consuming facilities or the constituent electric customers of such government to assure that payments for early or levelized capacity are repaid; (5) Unsecured promise by a privately-owned RF/QF to repay payments for early or levelized capacity are repaid; or levelized capacity are repaid; or sustidiary companies located in F	Where:		
 contractual payments will begin, of the avoided capital cost component of the Capacity Payments which would have been made had the Capacity Payments not been levelized; r = the annual discount rate, defined as DEF's incremental after-tax cost of capital; t = the Term, in years of the Contract O = the monthly fixed operation and maintenance component of the Capacity Payments, calculated in accordance with calculation of the fixed value of deferral payments for the levelized capacity or the early levelized capacity options. RISK-RELATED GUARANTEES With the exception of governmental solid waste facilities covered by FPSC Rule 25-17.0832 (4)(e)10 requires that, when fixed value of deferral payments of a fermination Fee in the event the RF/QF is unable to meet the terms and conditions of its Contract. Depending on the nature of the RF/QF's operation, financial health and solvency, and its ability to meet the terms and conditions of the Collowing may constitute an equivalent assurance of payment: Bond; Cash deposit(s) with DEF; Unsecured promise by a municipal, county or state government to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such government allowing the utility to levy a surcharge on either the electric bills of the government's electricity consuming facilities or the constituent electric customers of such government to assure that payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such government allowing the utility to levy a surcharge on either the electric bills of the government's electricity consuming facilities or the constituent electric customers of such government to assure that payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from the owner(s) of the RF/QF, parent allowing the utility	P_L	=	
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 o = the monthly fixed operation and maintenance component of the Capacity Payments, calculated in accordance with calculation of the fixed value of deferral payments for the levelized capacity or the early levelized capacity options. RISK-RELATED GUARANTEES With the exception of governmental solid waste facilities covered by FPSC Rule 25-17.0832 (4)(e)10 requires that, when fixed value of deferral payments - early capacity, levelized capacity, or early levelized capacity are elected, the RF/QF must provide a surety bond or equivalent assurance of securing the payment of a Termination Fee in the event the RF/QF is unable to meet the terms and conditions of its Contract. Depending on the nature of the RF/QF's operation, financial health and solvency, and its ability to meet the terms and conditions of the Contract, one of the following may constitute an equivalent assurance of payment: Bond; Cash deposit(s) with DEF; Unconditional, irrevocable, direct pay Letter of Credit; Unsecured promise by a municipal, county or state government to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such government allowing the utility to levy a surcharge on either the electric bills of the government's electricity consuming facilities or the constituent electric customers of such government to assure that payments for early or levelized capacity are repaid; Unsecured promise by a privately-owned RF/QF to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment for default, in conjunction with a legally binding commitment for the owner(s) of the RF/QF, parent company, and/or subsidiary companies located in Florida to assure that payments for early, levelized capacity are repaid; or 	r	=	the annual discount rate, defined as DEF's incremental after-tax cost of capital;
 of the Capacity Payments, calculated in accordance with calculation of the fixed value of deferral payments for the levelized capacity or the early levelized capacity options. RISK-RELATED GUARANTEES With the exception of governmental solid waste facilities covered by FPSC Rule 25-17.091, FPSC Rule 25-17.0832 (4)(e)10 requires that, when fixed value of deferral payments - early capacity, levelized capacity, or early levelized capacity are elected, the RF/QF must provide a surety bond or equivalent assurance of securing the payment of a Termination Fee in the event the RF/QF is unable to meet the terms and conditions of its Contract. Depending on the nature of the RF/QF's operation, financial health and solvency, and its ability to meet the terms and conditions of the Contract, one of the following may constitute an equivalent assurance of payment: Bond; Cash deposit(s) with DEF; Unconditional, irrevocable, direct pay Letter of Credit; Unsecured promise by a municipal, county or state government to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such government allowing the utility to levy a surcharge on either the electric bills of the government's electricity consuming facilities or the constituent electric customers of such government to assure that payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such governments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment for epay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from the owner(s) of the RF/QF, parent company, and/or subsidiary companies located in Florida to assure that payments for early, levelized or early levelized capacity are repaid; or 	t		the Term, in years of the Contract
 With the exception of governmental solid waste facilities covered by FPSC Rule 25-17.0832 (4)(e)10 requires that, when fixed value of deferral payments - early capacity, levelized capacity, or early levelized capacity are elected, the RF/QF must provide a surety bond or equivalent assurance of securing the payment of a Termination Fee in the event the RF/QF is unable to meet the terms and conditions of its Contract. Depending on the nature of the RF/QF's operation, financial health and solvency, and its ability to meet the terms and conditions of the Contract, one of the following may constitute an equivalent assurance of payment: (1) Bond; (2) Cash deposit(s) with DEF; (3) Unconditional, irrevocable, direct pay Letter of Credit; (4) Unsecured promise by a municipal, county or state government to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such government allowing the utility to levy a surcharge on either the electric bills of the government's electricity consuming facilities or the constituent electric customers of such government to assure that payments for early or levelized capacity in the event of default, in conjunction with a legally-binding commitment for early or levelized capacity or levelized capacity are repaid; (5) Unsecured promise by a privately-owned RF/QF to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from the owner(s) of the RF/QF, parent company, and/or subsidiary companies located in Florida to assure that payments for early, levelized or early levelized capacity are repaid; or 	0	=	the monthly fixed operation and maintenance component of the Capacity Payments, calculated in accordance with calculation of the fixed value of deferral payments for the levelized capacity or the early levelized capacity options.
 17.091, FPSC Rule 25-17.0832 (4)(e)10 requires that, when fixed value of deferral payments - early capacity, levelized capacity, or early levelized capacity are elected, the RF/QF must provide a surety bond or equivalent assurance of securing the payment of a Termination Fee in the event the RF/QF is unable to meet the terms and conditions of its Contract. Depending on the nature of the RF/QF's operation, financial health and solvency, and its ability to meet the terms and conditions of the Contract, one of the following may constitute an equivalent assurance of payment: (1) Bond; (2) Cash deposit(s) with DEF; (3) Unconditional, irrevocable, direct pay Letter of Credit; (4) Unsecured promise by a municipal, county or state government to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such government allowing the utility to levy a surcharge on either the electric bills of the government's electricity consuming facilities or the constituent electric customers of such government to assure that payments for early or levelized capacity in the event of default, in conjunction with a legally or privately-owned RF/QF to repay payments for early or levelized capacity in the owner(s) of the RF/QF, parent company, and/or subsidiary companies located in Florida to assure that payments for early, levelized or early levelized capacity are repaid; or 	RISK-RELATED	GUARAN	TEES
 (2) Cash deposit(s) with DEF; (3) Unconditional, irrevocable, direct pay Letter of Credit; (4) Unsecured promise by a municipal, county or state government to repay payments for early or levelized capacity in the event of default, in conjunction with a legally binding commitment from such government allowing the utility to levy a surcharge on either the electric bills of the government's electricity consuming facilities or the constituent electric customers of such government to assure that payments for early or levelized capacity are repaid; (5) Unsecured promise by a privately-owned RF/QF to repay payments for early or legally binding commitment from the owner(s) of the RF/QF, parent company, and/or subsidiary companies located in Florida to assure that payments for early, levelized or early levelized capacity are repaid; or 	17.091, FPSC Ru payments - early c RF/QF must provi Termination Fee in Contract. Depend solvency, and its	le 25-17.08 apacity, leve de a surety leve the event the ding on the ability to m	32 (4)(e)10 requires that, when fixed value of deferral elized capacity, or early levelized capacity are elected, the bond or equivalent assurance of securing the payment of a he RF/QF is unable to meet the terms and conditions of its nature of the RF/QF's operation, financial health and eet the terms and conditions of the Contract, one of the
(6) Other guarantees acceptable to DEF.	(2) Cas (3) Unc (4) Uns	h deposit(s) conditional, s ecured pron ments for o	rrevocable, direct pay Letter of Credit; nise by a municipal, county or state government to repay early or levelized capacity in the event of default, in

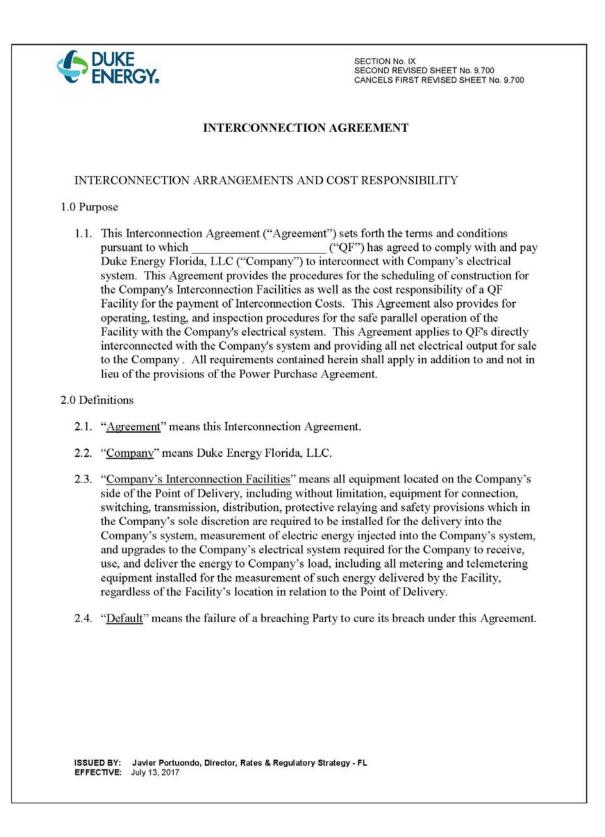


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I		тоі	SCHEDUL RATE SCHEDULE COG-2_CAPAC		RS		
			FIXED VALUE OF DEFER NORMAL CAPACITY OPT				
	Wher	e, for o	one year deferral:				
	VACm	=	DEF's value of avoided capacity kilowatt per month, during month m		<u>Value</u> 4. <u>78</u> 84		
	K		present value of carrying charges in over L years with carrying charge annual rate base and assumed to be year and present valued to the middle	es computed using average e paid at the middle of each	1.28 <u>6</u> 4		
	In	=	total direct and indirect cost, in m including AFUDC but excluding (with an in-service date of year n;		767.95<u>6</u>75.4 <u>6</u>		
	On	=	total fixed operation and maintenan mid-year dollars per kilowatt per ye		3.85 2.06		
	$\dot{\mathbf{i}}_{\mathbf{p}}$	=	annual escalation rate associated Avoided Unit;	with the plant cost of the	<u>2.501.27</u> %		
	io	=	annual escalation rate associated maintenance expense of the Avoided		2.50%		
	r	=	annual discount rate, defined as DE of capital;	F's incremental after-tax cost	7.15%		
	L	=	expected life of the Avoided Unit;		35		
	n	=	year for which the Avoided Unit Avoided Unit In-Service Date and Date.		2027		
]			ivier Portuondo, Managing Director, Rates & Re mo 5, 2018	gulatory Strategy - FL			

1 1	¢	DUKE	SECTION No. IX TWELFTH_THIRTEENTH REVISED SHEET 9.468 CANCELS TWELFTH ELEVENTH-REVISED NO. 9.468	
ļ	Am		FIXED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY OPTION PARAMETERS monthly avoided capital cost component of Capacity Payments to be made to the RF/QF starting as early as two years prior to the Avoided Unit In-Service Date, in dollars per kilowatt per month;	3.47 <u>57</u>
Ì	ip	=	annual escalation rate associated with the plant cost of the Avoided Unit;	<u>2.501.27</u> %
ä	n	=	year for which early Capacity Payments to a RF/QF are to begin;	2025
	F	=	the cumulative present value of the avoided capital cost component of Capacity Payments which would have been made had Capacity Payments commenced with the anticipated in- service date of the Avoided Unit and continued for a period of 10 years;	259.42<u>268.</u> <u>44</u>
	r	=	annual discount rate, defined as DEF's incremental after-tax cost of capital;	7.15%
č.	t	=	the Term, in years, of the Contract for the purchase of firm capacity commencing prior to the in-service date of the Avoided Unit;	13
	G	=	the cumulative present value of the avoided fixed operation and maintenance expense component of Capacity Payments which would have been made had Capacity Payments commenced with the anticipated in-service date of the Avoided Unit and continued until the Termination Date.	18.40<u>10.55</u>
Ĩ		D BY: Javie TIVE: June	er Portuondo, Managing Director, Rates & Regulatory Strategy - FL 5, 2018	



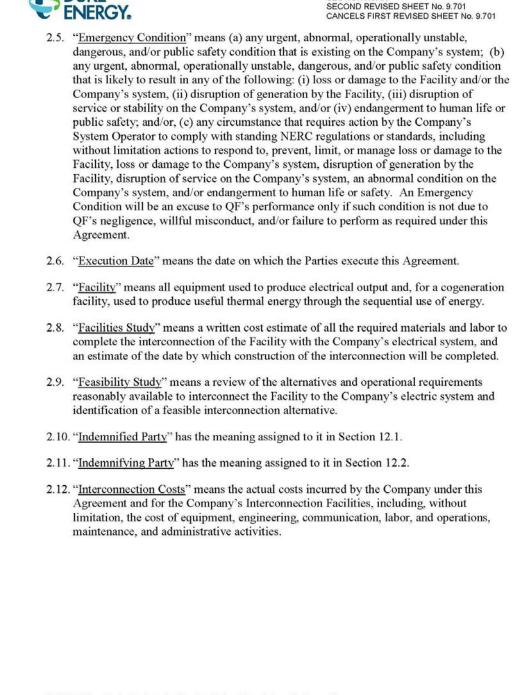




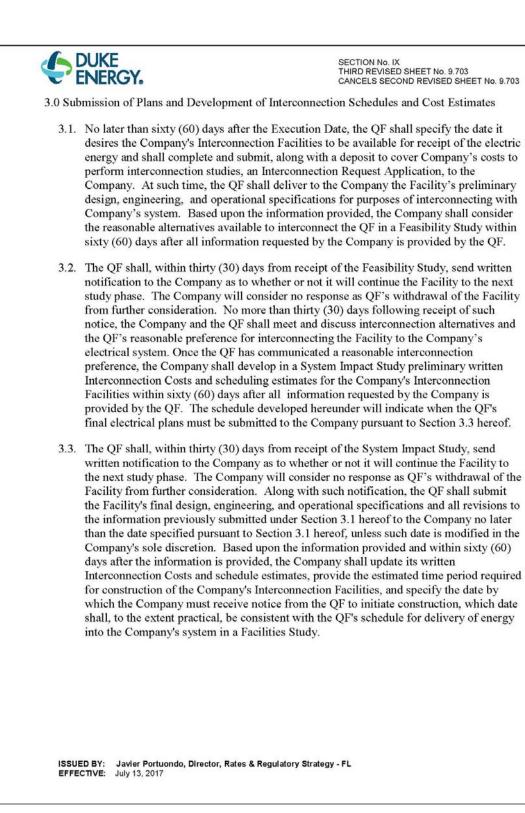
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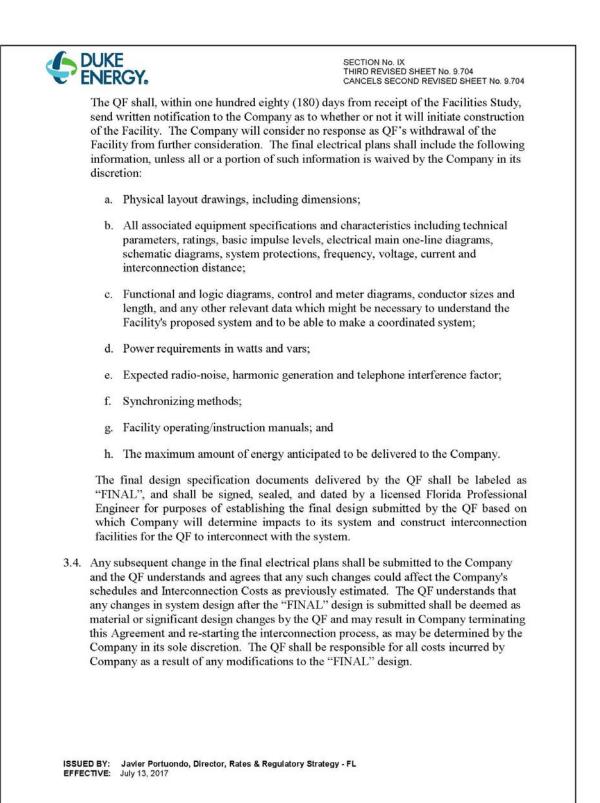
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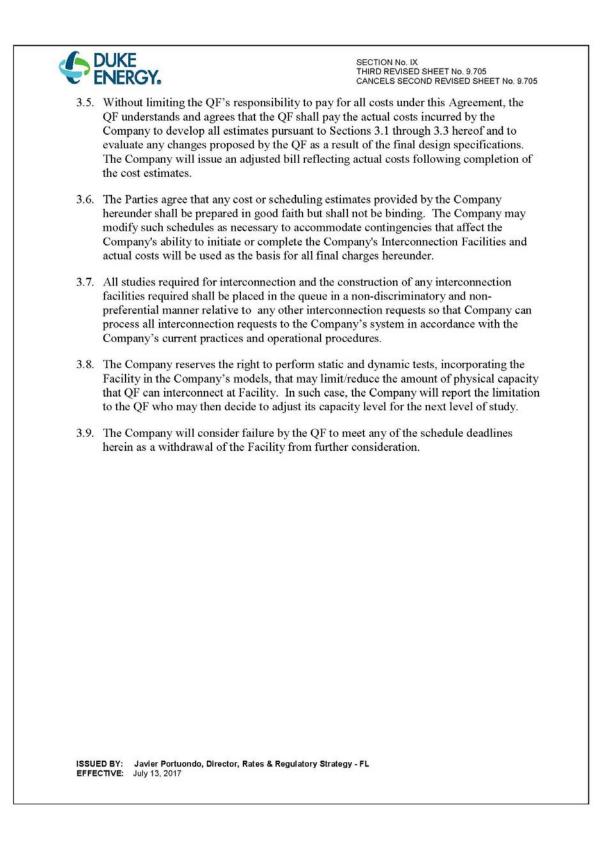
SECTION No. IX

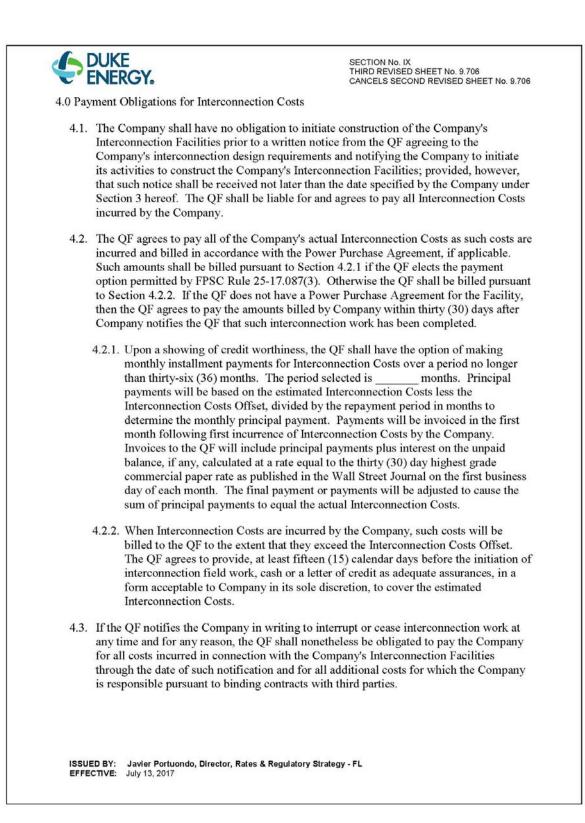


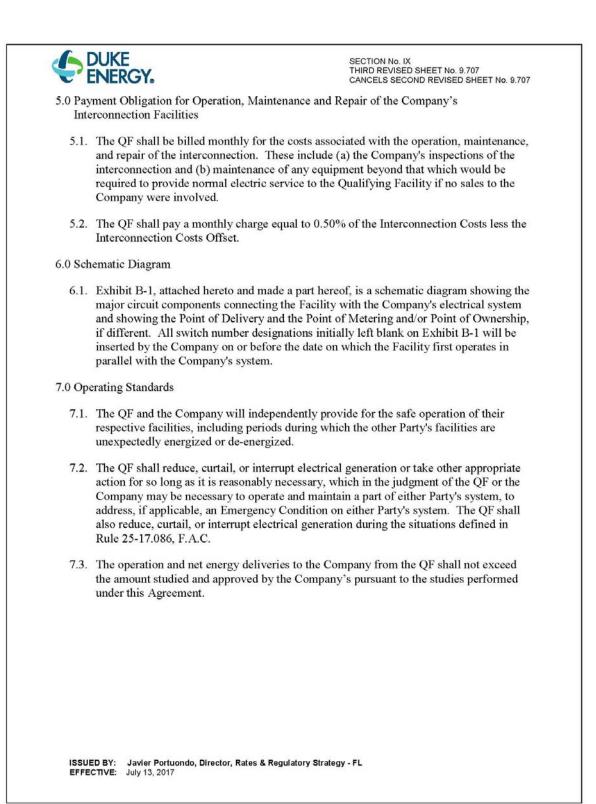
¢	DUKE ENERGY.	SECTION No. IX SECOND REVISED SHEET No. 9.702 CANCELS FIRST REVISED SHEET No. 9.702
2.	13. " <u>Interconnection Costs Offset</u> " means the estima Interconnection Costs that the Company would l electric energy from the Facility but instead wou Facility as if it were a non-generating customers	have incurred if it were not purchasing Id have provided electrical service to the
2.	 "<u>Interconnection Request Application</u>" means a the information required to study an interconnect 	
2.	15. " <u>Part(y)(ies)</u> " means the Company or/and the Q	F.
2.	16. " <u>Point of Delivery</u> " means the point(s) on the Co where electric energy generated exclusively by t Company system pursuant to this Agreement.	
2.	 "<u>Point of Metering</u>" means the point(s) where el delivery to the Company, subject to adjustment are the sole responsibility of the QF, is measured 	for losses to the Point of Delivery that
2.	 "<u>Power Purchase Agreement</u>" means either the (Available Energy, (ii) the Standard Offer Contra Energy from a Renewable Energy Producer or a (iii) a negotiated contract based upon (i) or (ii). 	ect for the Purchase of Firm Capacity and
2.	19. " <u>Qualifying Facility</u> " or " <u>OF</u> " means a facility the FPSC Rule 25-17.080. For the purposes of this a sadefined in the Institute of Electrical and Elect 1547 for Interconnecting Distributed Resources may be amended from time to time, will be deer Stipulation approved by the Florida Public Servit 0707-PAA-EI, issued August 18, 2006 in Docket	Agreement only, a Distributed Resource ronics Engineers ("IEEE") Standard with Electric Power Systems, as they ned to be a QF, consistent with the ice Commission in Order No. PSC-06-
2.:	20. " <u>OF Insurance</u> " has the meaning assigned to it in	n Section 13.1.
2	 "System Impact Study" means a preliminary write Interconnection Facilities, including without limic complete the interconnection and a preliminary construction of the interconnection will be completed. 	itation, required materials and labor to estimate of the date by which
	SUED BY: Javier Portuondo, Director, Rates & Regulatory Strat FECTIVE: July 13, 2017	egy - FL

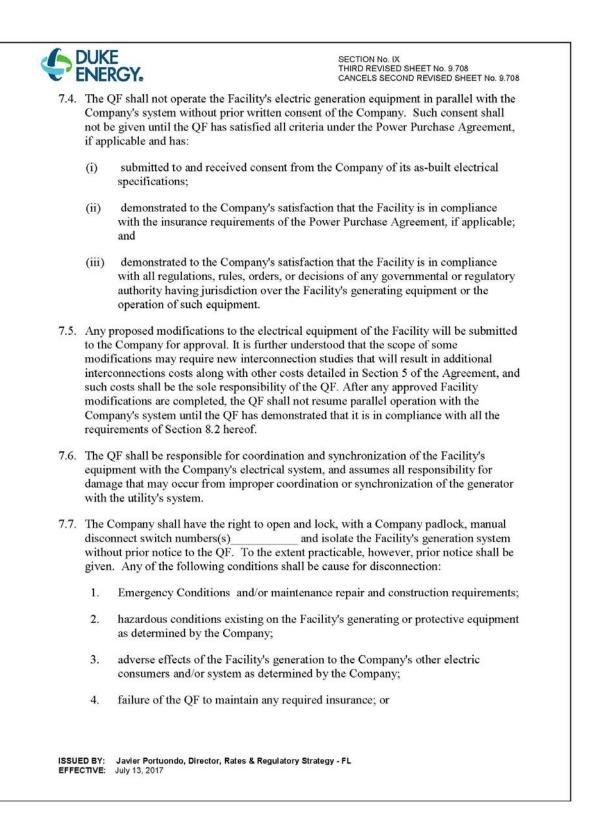








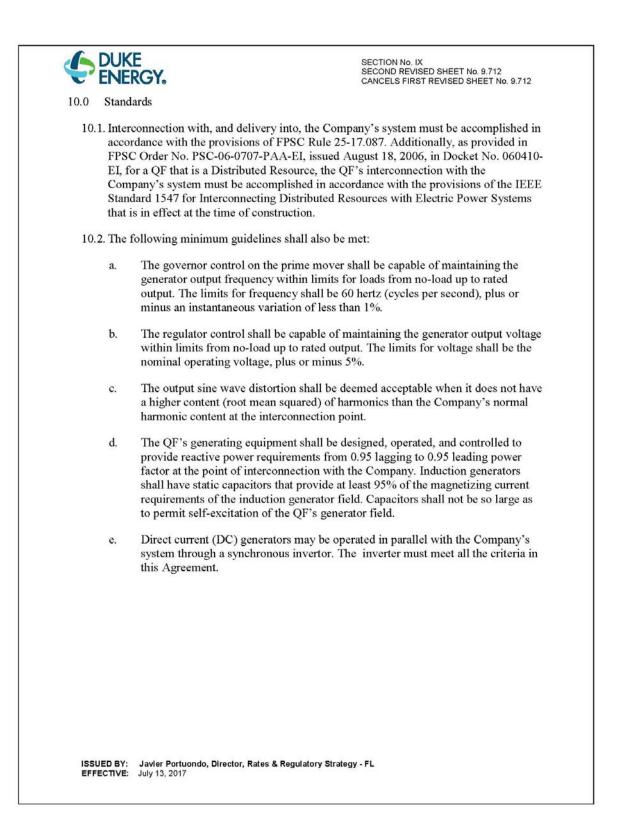




	KE ERGY.	SECTION No. IX THIRD REVISED SHEET No. 9.709 CANCELS SECOND REVISED SHEET No. 9.709
5.	or decisions of any gov	nply with any existing or future regulations, rules, orders ernmental or regulatory authority having jurisdiction over merating equipment or the operation of such equipment.
Con		on equipment shall not be operated in parallel with the iary power is being provided from a source other than the quipment.
Con		itching devices owned by the other Party, except that the al disconnect switch number(s) owned by the QF
		nge the operating position of a switching device owned by procedures shall be followed:
(i)	representative of the ot	he switching change shall orally agree with an authorized her Party regarding which switch or switches are to be position of each switching device, and when each switch
(ii)		he requested switching shall notify the requesting Party tching change has been completed.
(iii)	electrical isolation nece on its side of the Point	v solely on the other party's switching device to provide ssary for personnel safety. Each Party will perform work of Ownership as if its facilities are energized or test for nds prior to beginning work.
(iv)		ponsible for returning its facilities to approved operating moval of grounds, prior to the Company authorizing the peration.
(v)	Company personnel on	tall one or more red tags on all open switches. Only the Company's switching and tagging list shall remove bearing a Company red tag under any circumstances.
mai shal the	ntenance or construction r l be disconnected from the	e equipment fail or be removed from service for equirements, the Facility's electric generation equipment company's system. To accomplish this disconnection, e generator breaker number(s); or (ii) open the hber(s)
		ates & Regulatory Strategy - FL

I		DUK	E RGY.	SECTION No. IX THIRD FOURTH REVISED SHEET No. 9.710 CANCELS SECOND THIRD REVISED SHEET
		No. 9.7 7.11.1	. If the QF elects option (i), the break	ter assembly shall be opened and drawn out by ticable, Company personnel shall install a the breaker enclosure door.
		7.11.2		ch shall be opened by QF personnel or by ly as practicable, Company personnel will d tag.
	8.0 Ins	pectior	and Testing	
I	8.1.	gener recon	ator's circuit breaker shall be perform	relays governing the operation of the ned in accordance with manufacturer's once every 12 months. This inspection and the following:
		(i)	electrical checks on all relays and	verification of settings electrically;
		(ii)	cleaning of all contacts;	
		(iii)	complete testing of tripping mecha proper time intervals; and	nisms for correct operating sequence and
		(iv)	visual inspection of the general con	ndition of the relays.
	8.2.	in nee opera be res	ed of repair, the QF shall notify the C tion of the generator until repairs or	tective equipment is found to be inoperative or company of the problem and cease parallel replacements have been made. The QF shall all inspections and repairs and shall make said quest.
	8.3.	equip of the	ment to assure accuracy and proper of	ate and test any of the Facility's protective operation. This testing shall not relieve the QF ation of its equipment and to perform routine
I		ED BY: CTIVE:	Javier Portuondo, Director, Rates & Regulato July 13, 2017	ry Strategy - FL

DUKE ENERGY.	SECTION No. IX SECOND REVISED SHEET No. 9.711 CANCELS FIRST REVISED SHEET No. 9.711
9.0 Notification	
	r emergency or operational reasons may be made to the all thereafter be confirmed promptly in writing:
Title: Telephor	Company: System Dispatcher on Duty System Dispatcher
Title:	QF:
	as much notification as practicable to the other Party regarding nent that may affect the other Party's operation.
9.3. Communication for contra persons:	act administrative purposes may be made to the following
Title:	e Company: Wholesale/Renewable Manager ss: 299 First Avenue North Mail Code FL-155 St Petersburg, FL 33701
	none: (727) 820-4597 nile: (727) 820-4598
To Th Title: Addre	
Teleph Facsin	none:
ISSUED BY: Javier Portuondo, Direct EFFECTIVE: July 13, 2017	or, Rates & Regulatory Strategy - FL



Attachment B



SECTION No. IX FIRST REVISED SHEET No. 9.713 CANCELS ORIGINAL SHEET No. 9.713

11.0 QF Standing and Qualification

11.1. The QF is a ______ (corporation, partnership, or other, as applicable) duly organized and validly existing in good standing under the laws of ______ and has all necessary power and authority to carry on its business as presently conducted to own or hold under lease its properties and to enter into and perform its obligations under this Agreement and all other related documents and agreements to which it is or shall be a Party. QF is duly qualified or licensed to do business in the State of Florida and in all other jurisdictions wherein the nature of its business and operations or the character of the properties owned or leased by it makes such qualification or licensing necessary and where the failure to be so qualified or licensed would impair its ability to perform its obligations under this Agreement or would result in a liability to Company or would have any adverse effect on Company.

12.0 Insurance

- 12.1. The QF shall procure or cause to be procured and shall maintain throughout the entire Term of this Agreement, a policy or policies of liability insurance issued by an insurer acceptable in the state of Florida on a standard "Insurance Services Office" commercial general liability and/or excess liability form or equivalent and Workers' Compensation in accordance with the statutory requirements of the state of Florida (such policy or policies, collectively, the "QF Insurance"). A certificate of insurance shall be delivered to the Company at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the QF Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Agreement, and (b) premises and operations liability, (c) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Agreement or (ii) caused by operation of the Facility or any of the QF's equipment Without limiting the foregoing, the QF Insurance must be reasonably acceptable to the Company. Any premium assessment or deductible shall be for the account of the QF and not the Company.
- 12.2. The QF Insurance for liability shall have a minimum limit of one million dollars (\$1,000,000.00) per occurrence for bodily injury (including death) or property damage. This liability limit can be met by any combination of commercial general and excess liability insurance policies.
- 12.3. To the extent that the QF Insurance is on a "claims made "basis, the retroactive date of the policy(ies) shall be the Effective Date of this Agreement or an earlier date. Furthermore, to the extent the QF Insurance is on a "claims made" basis, the QF's duty to provide insurance coverage shall survive the termination of this Agreement until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the QF Insurance is on an "occurrence" basis, such insurance shall be maintained in effect at all times by the QF during the term of this Agreement.

DUKE ENERGY.

SECTION No. IX FIRST REVISED SHEET No.9.714 CANCELS ORIGINAL SHEET No. 9.714

- 12.4. The QF shall provide the Company with a copy of any material communication or notice related to the QF Insurance within ten (10) Business Days of the QF's receipt or issuance thereof.
- 12.5. The Company shall be designated as an additional named insured under the QF Insurance (except Workers' Compensation). The QF Insurance shall be primary to any coverage maintained by the Company and provide, where permitted by law, waiver of any rights of subrogation against the Company. Any deductibles or retentions shall be the sole responsibility of QF. QF's compliance with these provisions and the limits of insurance specified herein shall not constitute a limitation of QF's liability or otherwise affect QF's indemnification obligations pursuant to this Agreement. Any failure to comply with all of these provisions shall not be deemed a waiver of any rights of the Company under this Agreement with respect to any insurance coverage required hereunder. The Company may request the QF to provide a copy of any or all of its required insurance policies, including endorsements in which the Company is included as an additional insured for any claims filed relative to this Agreement.
- 13.0 Event of Default
 - 13.1. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in Section 13.2, the defaulting Party shall have five (5) Business Days from receipt of the Default notice within which to cure such Default.
 - 13.2. If a Default is not cured as provided in this Section, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Section will survive termination of this Agreement.

¢	DUKE ENERGY.	SECTION No. IX FIRST REVISED SHEET NO. 9.715 CANCELS ORIGINAL SHEET No. 9.715
14.0	Termination	
14.	1. This Agreement shall terminate upon any of the fo	ollowing events:
	(a) at the time when the nature of the QF's servic manner in which the QF delivers power to the	and the second se
	(b) pursuant to the procedure set forth in Section 1	3.2; or
	(c) as set forth in Section 3.3; or	
	(d) termination of the Power Purchase Agreement;	or
	(e) upon 30 days' notice by the QF to the Compan	у.
15.0	Assignment	
15.	 Any assignment by QF of this Agreement and the be made only with the written consent of the Com unreasonably withheld and shall be subject to creat assurances. 	pany, which consent shall not be
16.0	Governing Law and Jurisdiction	
16.	 This Agreement and the rights and duties hereund enforced and performed in accordance with the La regard to principles of conflicts of law. 	
17.0	Mutual Representations	
17.	 QF and Company each hereby represents and war each has the capacity, authority, and power to exe Agreement; (ii) this Agreement constitutes legal, v enforceable against it; (iii) each person who execu- party has full and complete authority to execute an an authorized representative of such party; (iv) eac made its own independent decision to bind itself u completely read, fully understands, and voluntaril Agreement. 	cute, deliver, and perform under this valid, and binding obligations ites this Agreement on behalf of each nd bind such party to this Agreement as ch is acting on its own behalf and has inder this Agreement; and, (v) each has
18.0	Entire Agreement	
18.	 This Agreement constitutes the entire agreement a Company relating to the subject matter herein. T effective unless duly executed by an authorized of Company, and upon receipt of such duly executed and delivered by Company to QF. 	his Agreement shall not be binding and ficer of QF and delivered by QF to
	UED BY: Javier Portuondo, Director, Rates & Regulatory Strateg ECTIVE: July 13, 2017	ıy - FL



DUKE ENERGY.	SECTION No. IX FIRST REVISED SHEET No. 9.717 CANCELS ORIGINAL SHEET No. 9.717
IN WITNESS WHEREOF, the QF has executed	d this Agreement on the date set forth below.
QF	
Signature	-
Print Name	-
Title	_
Date	_
IN WITNESS WHEREOF, the Company h Agreement. DUKE ENERGY FLORIDA, LLC.	as acknowledged receipt of this executed
Signature	-
Print Name	-
Title	_
Date	-
ISSUED BY: Javier Portuondo, Director, Rates & Regulatory EFFECTIVE: July 13, 2017	Strategy - FL