



DOCKET NO. 20230036-EI

FILED 3/22/2023

DOCUMENT NO. 02353-2023

FPSC - COMMISSION CLERK

Dianne M. Triplett  
DEPUTY GENERAL COUNSEL

March 22, 2023

**VIA ELECTRONIC FILING**

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

Re: *Petition for Approval of Modifications to Duke Energy Florida, LLC's Rate  
Schedule Tariff Sheet Nos. 2.0, 2.7, 6.383, and 7.500*  
*Docket* \_\_\_\_\_

Dear Mr. Teitzman:

On behalf of Duke Energy Florida, LLC ("DEF"), please find enclosed for electronic filing:

- Petition for Approval of Modifications to Duke Energy Florida, LLC's Rate Schedule Tariff Sheet Nos. 2.0, 2.7, 6.383, and 7.500;
- Exhibit A - Legislative Format Tariffs (Tenth Revised 2.0, Third Revised 2.7, First Revised 6.383, and Third Revised 7.500); and
- Exhibit B - Clean Format Tariffs (Tenth Revised 2.0, Third Revised 2.7, First Revised 6.383, and Third Revised 7.500).

Thank you for your assistance in this matter. Should have any questions, please feel free to contact me at (727) 820-4692.

Sincerely,

*/s/ Dianne M. Triplett*

Dianne M. Triplett

Enclosures  
DMT/mw

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for approval of modifications  
to Duke Energy Florida, LLC’s Rate  
Schedule – Tariff Sheet Nos. 2.0, 2.7, 6.383,  
and 7.500.

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Docket No. \_\_\_\_\_

Filed: March 22, 2023

**PETITION FOR APPROVAL OF MODIFICATIONS TO DUKE ENERGY  
FLORIDA, LLC’S RATE SCHEDULE TARIFF SHEET NOS. 2.0, 2.7, 6.383, and 7.500**

Pursuant to Rules 25-9.004 and 25-9.033, F.A.C, Duke Energy Florida, LLC (“DEF” or “the Company”) hereby petitions this Commission for approval of modifications to DEF’s Rate Schedule - Tariff Sheet Nos. 2.0, 2.7, 6.383, and 7.500. DEF is proposing that Tariff Sheet No. 2.7 be modified to reflect the current AMI technology and cost structure. Tariff Sheet Nos. 6.383 and 7.500 relate to the Company’s relatively new economic developer program, and the changes reflect the Company’s experience gained from its time implementing the new program. In support of this Petition, DEF states as follows:

1. The Petitioner’s name and address are:

Duke Energy Florida, LLC  
299 1st Avenue North  
St. Petersburg, Florida 33701

2. Any pleading, motion, notice, order, or other document required to be served upon

DEF or filed by any party to this proceeding should be served upon the following individuals:

Dianne M. Triplett  
[Dianne.Triplett@duke-energy.com](mailto:Dianne.Triplett@duke-energy.com)  
Duke Energy Florida, LLC  
299 1<sup>st</sup> Avenue North  
St. Petersburg, Florida 33701  
(727) 820-4962  
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Matthew R. Bernier  
[Matthew.Bernier@duke-energy.com](mailto:Matthew.Bernier@duke-energy.com)  
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Duke Energy Florida, LLC  
106 E. College Avenue, Ste. 800  
Tallahassee, FL 32301  
(850) 521-1428  
(727) 820-5041 (fax)

Stephanie A. Cuello  
Duke Energy Florida, LLC  
106 E. College Avenue, Ste. 800  
Tallahassee, FL 32301  
[Stephanie.Cuello@duke-energy.com](mailto:Stephanie.Cuello@duke-energy.com)  
(850) 521-1425  
(727) 820-5041 (fax)

3. DEF is the utility primarily affected by the request in this Petition. DEF is an investor-owned electric utility, regulated by the Commission, and is a wholly-owned subsidiary of Duke Energy Corporation. The Company's principal place of business is located at 299 1<sup>st</sup> Avenue North, St. Petersburg, Florida 33701. DEF serves approximately 1.9 million retail customers in Florida.

4. This Petition is being filed consistent with Rule 28-106.201, F.A.C. The agency affected is the Florida Public Service Commission, located at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399. This case does not involve reversal or modification of an agency decision or an agency's proposed action. Therefore, subparagraph (c) and portions of subparagraphs (b), (e), (f), and (g) of subsection (2) of that rule are not applicable to this Petition. In compliance with subparagraph (d), DEF states that it is not known at this time which, if any, of the issues of material fact set forth in the body of this Petition may be disputed by any others who may plan to participate in this proceeding.

5. Exhibits A and B to this Petition contain proposed tariff sheets in legislative format and clean copy format respectively, including Section No. II, Tenth Revised Sheet No. 2.0; Section No. II, Third Revised Sheet No. 2.7; Section No. VI, First Revised Sheet No. 6.383; and Section No. VII, Third Revised Sheet No. 7.500, of DEF's Retail Tariff Rate Schedule.

6. In this Petition, DEF requests approval of proposed changes to part of DEF's tariff that provides a voluntary service to certain commercial customers who want to review reports of

their historic consumption data. Before the Company deployed AMI meters, the cost to generate the reports was higher and varied depending on the granularity of the data. Now, however, the data is readily available at the most granular level (daily) at a lower cost. Accordingly, as reflected in the requested tariff changes, DEF is proposing to eliminate the monthly and weekly options and reduce the cost of the daily option. DEF is also changing the name from Load Profiler Online (LPO) to Energy Profiler Online (EPO) to better reflect the nature of the service.

7. DEF is also requesting approval of certain changes to its Economic Development (ED) program tariff and standard form contract. Specifically, as DEF has gained experience with implementing the new ED program, it has identified additional criteria for determining the benefit of the new or expanded load, which will impact the overall discount offered under the tariff. The addition of these two criteria, geographic location benefits and economic multiplier, will allow DEF to properly value a particular customer's new or expanded load. This will increase competitiveness and attract new projects to the State of Florida and DEF's service territory, for the benefit of all DEF customers. The other two changes to Sheet Number 6.383 are to allow DEF to adjust the discount (rather than just discontinue) and to provide additional time for the customer to complete their project. The changes to the ED Standard Form Contract (Sheet Number 7.500) are non-substantive and intended to add additional information (for example, the monthly percentage discount) for clarity and ease of reference.

WHEREFORE, DEF respectfully requests the Commission approve this Petition and the modifications to Section No. II, Tenth Revised Sheet No. 2.0; Section No. II, Third Revised Sheet No. 2.7; Section No. VI, First Revised Sheet No. 6.383; and Section No. VII, Third Revised Sheet

No. 7.500, of DEF's Retail Tariff Rate Schedule as set forth in Exhibits A and B attached hereto.

This 22<sup>nd</sup> day of March, 2023.

Respectfully submitted,

*/s/ Dianne M. Triplett*

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**DIANNE M. TRIPLETT**  
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**EXHIBIT A**

**Legislative Format Tariffs  
(1 copy)**

Section No. II, Tenth Revised Sheet No. 2.0  
Section No. II, Third Revised Sheet No. 2.7  
Section No. VI, First Revised Sheet No. 6.383  
Section No. VII, Third Revised Sheet No. 7.500



MISCELLANEOUS  
INDEX

<u>DESCRIPTION</u>	<u>SHEET NO.</u>
Florida BERS/HERS Audit	2.6
<del>Lead</del> -Energy Profiler Online	2.7
Remote Access	2.8



**OPTIONAL ~~LOAD-ENERGY~~ PROFILER ONLINE (~~L~~EPO) SERVICE**

**Availability:**

Available throughout the entire territory served by the Company, subject to the availability of appropriate metering and meter-related equipment.

**Applicable:**

To General Service and Standby Service customers with a registered or contract demand of 30 kW or greater (based on most recent twelve (12) months of metered data or, if unavailable, twelve (12) months of actual and/or projected data), as an optional service using a password protected internet-based program that allows a Customer access at any internet-capable location to historic consumption data from the Company's meter(s) serving the Customer's account(s).

**Schedule of Fees and Charges:**

Initial one-time setup charge                      \$50.00 per meter  
 Initial one-time meter upgrade charge        \$88.00 if applicable (see Special Provision 1 below)

Monthly fee (per meter)

~~—Data updated monthly<sup>1</sup>    \$25.00~~  
~~—Data updated weekly<sup>2</sup>    \$25.00~~  
 Data updated daily<sup>12</sup>    \$45~~20~~.00 (~~available to customers with a demand greater than 500 kW~~)

<sup>1</sup> ~~The timing of the monthly updates will be based on the availability metered data obtained from the Company's regularly scheduled meter readings.~~

<sup>21</sup> Plus a wireless telecommunications service fee of \$24.50 per meter if such service is not otherwise provided to the meter.

**Terms of Payment:**

The monthly fee will be included on, and payable with, the Customer's bill for electric service. The initial one-time setup charge and, if applicable, the initial one-time meter upgrade charge (see Special Provision 1 below) must be paid prior to commencement of LPO-EPO service.

**Special Provisions:**

1. The ~~weekly or~~ daily data update options of LPO-EPO service require that the standard meter(s) serving a Customer, as determined solely by Company based upon the Customer's electrical requirements, must be capable of recording consumption data at 15-minute intervals and must be capable of being read remotely. An initial one-time meter upgrade charge (see Schedule of Fees and Charges above) will be made for each standard meter serving the Customer that does not have these capabilities.





**RATE SCHEDULE ED-2**  
**ECONOMIC DEVELOPMENT RIDER**  
(Continued from Page No. 1)

**Economic Development Bill Reduction Factor: (Continued)**

The percentage discount to be applied to the customer's monthly bills will be determined in advance, on or prior to the date of execution of the Economic Development Service Agreement, and will be developed on an individual customer basis ~~given, the e~~ Evaluation of shall include, but is not limited to the following criteria as to the new or expanded load:

1. Peak monthly demand;
2. Average monthly load factor;
3. The Company's incremental costs to serve;
4. Number of new FTEs; ~~and~~
5. Total new capital investment of the customer;
6. Geographic location benefits; and
- 6-7. Economic multiplier.

The third criterion, Company's incremental costs to serve the new load, will not take into account the costs for additional facilities that are being covered in full by the customer through the terms of the Economic Development Service Agreement or another agreement between the Company and the customer.

**Term of Service:**

The customer may request an effective date of this rider which is no later than ~~eighteen (18) months after the Economic Development Service Agreement is approved and signed by the Company~~ two (2) years from the service delivery date. The minimum term of the Economic Development Service Agreement shall be ten (10) years following the customer's effective date, with the bill reductions being available for a maximum period of five (5) years after such effective date.

**Penalty for Non-Compliance with Qualifying Criteria or Term of Service:**

If at any time during the term of the rider agreement the customer violates the terms and conditions of the rider or the Economic Development Service Agreement, the Company may adjust or discontinue the discount provided for under this rider and bill the customer based on the otherwise applicable General Service Tariff. If the customer terminates service prior to the end of the Agreement period, or fails to meet the qualifying criteria agreed to for the term of the Agreement, this will constitute a violation of the terms and conditions of the rider and agreement.

Should service under this rider be discontinued by the Company or the customer for said violation, the customer shall be required to repay to the Company the amount of the cumulative discounts received under this rider in accordance with the following schedule-

Number of months beginning with and following the effective date declaration and ending with the date of violation	Required percentage of cumulative economic development bill discounts that must be repaid:
Months 1-60	100%
Months 61-72	80%
Months 73-84	60%
Months 85-96	40%
Months 97-108	20%
Months 109-120	10%

If a change in ownership occurs after execution of the Economic Development Service Agreement, the successor customer may, in the Company's discretion, be allowed to fulfill the balance of the Economic Development Service Agreement and participate in this rider.



**DUKE ENERGY FLORIDA, LLC  
ECONOMIC DEVELOPMENT RIDER**

**Service Agreement**

For a New Establishment or an Existing Establishment with Expanding Load

\_\_\_\_\_  
CUSTOMER NAME \_\_\_\_\_ ACCOUNT NUMBER \_\_\_\_\_

\_\_\_\_\_  
ADDRESS \_\_\_\_\_ TYPE OF BUSINESS \_\_\_\_\_

The Customer hereto agrees as follows:

1. To create \_\_\_\_\_ full - time jobs or new capital investment of \$ \_\_\_\_\_ and a net increase of full - time jobs.
2. That the quantity of ~~new or expanded~~ net new load shall be \_\_\_\_\_ KW of demand with a \_\_\_\_\_ % load factor. If an expansion, the average monthly demand for the last 12 months is \_\_\_\_\_ KW of demand with a \_\_\_\_\_ % load factor.
3. Type of business and expected hours of operation are \_\_\_\_\_.
4. To initiate service under this rider on \_\_\_\_\_, \_\_\_\_\_, and terminate service under this rider on \_\_\_\_\_, \_\_\_\_\_. This shall constitute a period of 5 years.
5. Receive a \_\_\_\_\_ % reduction in monthly bill for qualifying new load, based on the Qualifying Criteria listed under rider ED-
6. In case of early termination by the Customer, or an early discontinuation by the Company for a violation of the terms and conditions of this rider, the Customer shall be required to repay Duke Energy Florida, LLC the cumulative discounts received to date under this rider plus interest.
7. If a change in ownership occurs after the Customer contracts for service under this rider, the successor Customer may be allowed to fulfill the balance of the contract under rider ED-2 and continue the schedule of rate reductions.
8. All terms of Rate Schedule ED-2, Economic Development Rider, apply to this agreement and are incorporated by reference herein.

By signing below, I hereby attest that the availability of this rider is a significant factor in this Customer's location / expansion decision.

Signed: \_\_\_\_\_  
Customer

Accepted by: \_\_\_\_\_  
Duke Energy Florida, LLC

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT B**

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

Section No. II, Tenth Revised Sheet No. 2.0  
Section No. II, Third Revised Sheet No. 2.7  
Section No. VI, First Revised Sheet No. 6.383  
Section No. VII, Third Revised Sheet No. 7.500



MISCELLANEOUS  
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<u>DESCRIPTION</u>	<u>SHEET NO.</u>
Florida BERS/HERS Audit	2.6
Energy Profiler Online	2.7
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**OPTIONAL ENERGY PROFILER ONLINE (EPO) SERVICE**

**Availability:**

Available throughout the entire territory served by the Company, subject to the availability of appropriate metering and meter-related equipment.

**Applicable:**

To General Service and Standby Service customers with a registered or contract demand of 30 kW or greater (based on most recent twelve (12) months of metered data or, if unavailable, twelve (12) months of actual and/or projected data), as an optional service using a password protected internet-based program that allows a Customer access at any internet-capable location to historic consumption data from the Company's meter(s) serving the Customer's account(s).

**Schedule of Fees and Charges:**

Initial one-time setup charge	\$50.00 per meter
Initial one-time meter upgrade charge	\$88.00 if applicable (see Special Provision 1 below)
Monthly fee (per meter)	
Data updated daily <sup>1</sup>	\$20.00

<sup>1</sup> Plus a wireless telecommunications service fee of \$24.50 per meter if such service is not otherwise provided to the meter.

**Terms of Payment:**

The monthly fee will be included on, and payable with, the Customer's bill for electric service. The initial one-time setup charge and, if applicable, the initial one-time meter upgrade charge (see Special Provision 1 below) must be paid prior to commencement of EPO service.

**Special Provisions:**

1. The daily data update options of EPO service require that the standard meter(s) serving a Customer, as determined solely by Company based upon the Customer's electrical requirements, must be capable of recording consumption data at 15-minute intervals and must be capable of being read remotely. An initial one-time meter upgrade charge (see Schedule of Fees and Charges above) will be made for each standard meter serving the Customer that does not have these capabilities.



**RATE SCHEDULE ED-2  
 ECONOMIC DEVELOPMENT RIDER**  
 (Continued from Page No. 1)

**Economic Development Bill Reduction Factor: (Continued)**

The percentage discount to be applied to the customer's monthly bills will be determined in advance, on or prior to the date of execution of the Economic Development Service Agreement, and will be developed on an individual customer basis. Evaluation shall include, but is not limited to the following criteria as to the new or expanded load:

1. Peak monthly demand;
2. Average monthly load factor;
3. The Company's incremental costs to serve;
4. Number of new FTEs;
5. Total new capital investment of the customer;
6. Geographic location benefits; and
7. Economic multiplier.

The third criterion, Company's incremental costs to serve the new load, will not take into account the costs for additional facilities that are being covered in full by the customer through the terms of the Economic Development Service Agreement or another agreement between the Company and the customer.

**Term of Service:**

The customer may request an effective date of this rider which is no later than two (2) years from the service delivery date. The minimum term of the Economic Development Service Agreement shall be ten (10) years following the customer's effective date, with the bill reductions being available for a maximum period of five (5) years after such effective date.

**Penalty for Non-Compliance with Qualifying Criteria or Term of Service:**

If at any time during the term of the rider agreement the customer violates the terms and conditions of the rider or the Economic Development Service Agreement, the Company may adjust or discontinue the discount provided for under this rider and bill the customer based on the otherwise applicable General Service Tariff. If the customer terminates service prior to the end of the Agreement period, or fails to meet the qualifying criteria agreed to for the term of the Agreement, this will constitute a violation of the terms and conditions of the rider and agreement.

Should service under this rider be discontinued by the Company or the customer for said violation, the customer shall be required to repay to the Company the amount of the cumulative discounts received under this rider in accordance with the following schedule.

Number of months beginning with and following the effective date declaration and ending with the date of violation	Required percentage of cumulative economic development bill discounts that must be repaid:
Months 1-60	100%
Months 61-72	80%
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Months 97-108	20%
Months 109-120	10%

If a change in ownership occurs after execution of the Economic Development Service Agreement, the successor customer may, in the Company's discretion, be allowed to fulfill the balance of the Economic Development Service Agreement and participate in this rider.



**DUKE ENERGY FLORIDA, LLC  
ECONOMIC DEVELOPMENT RIDER**

**Service Agreement**

For a New Establishment or an Existing Establishment with Expanding Load

_____	_____
CUSTOMER NAME	ACCOUNT NUMBER
_____	_____
ADDRESS	TYPE OF BUSINESS

The Customer hereto agrees as follows:

- To create \_\_\_\_\_ full - time jobs or new capital investment of \$ \_\_\_\_\_ and a net increase of full - time jobs.
- That the quantity of net new load shall be \_\_\_\_\_ KW of demand with a \_\_\_\_\_ % load factor. If an expansion, the average monthly demand for the last 12 months is \_\_\_\_\_ KW of demand with a \_\_\_\_\_ % load factor.
- Type of business and expected hours of operation are \_\_\_\_\_.
- To initiate service under this rider on \_\_\_\_\_, \_\_\_\_\_, and terminate service under this rider on \_\_\_\_\_, \_\_\_\_\_. This shall constitute a period of 5 years.
- Receive a \_\_\_\_\_% reduction in monthly bill for qualifying new load, based on the Qualifying Criteria listed under rider ED-
- In case of early termination by the Customer, or an early discontinuation by the Company for a violation of the terms and conditions of this rider, the Customer shall be required to repay Duke Energy Florida, LLC the cumulative discounts received to date under this rider plus interest.
- If a change in ownership occurs after the Customer contracts for service under this rider, the successor Customer may be allowed to fulfill the balance of the contract under rider ED-2 and continue the schedule of rate reductions.
- All terms of Rate Schedule ED-2, Economic Development Rider, apply to this agreement and are incorporated by reference herein.

By signing below, I hereby attest that the availability of this rider is a significant factor in this Customer's location / expansion decision.

Signed: _____	Accepted by: _____
Customer	Duke Energy Florida, LLC
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____