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VIA ELECTRONIC FILING

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

Re: Duke Energy Florida's Comments on Wiscan, LLC's Petition for Rule Waiver
Docket Number 150142-EU

Dear Ms. Stauffer:

Duke Energy Florida, Inc. ("DEF" or the "Company"), pursuant to Rule 28-104.003, F.A.C., submits these comments on Wiscan, LLC's ("Wiscan") Petition for Waiver of Rule 25-6.049(5), F.A.C. (the "Petition"), to assist the Florida Public Service Commission ("Commission") with its understanding of Wiscan's situation and ultimately its decision on the Petition. As discussed below, if this Commission were to grant the relief Wiscan requests, multiple issues would still remain that would substantially impede DEF's ability to provide service to Wiscan under the proposal identified in the Petition.

In the Petition, Wiscan states it needs "a waiver from the rules cited to allow Duke Energy to provide a separate meter at the Store connected to the existing supply line and to bill the Store separately and then deduct the amount billed to the Store from the amount billed to the Condominium Association." The Petition cites Rule 25-6.049(5) and DEF Tariff, Third Revised Sheet No. 4.032, #3.02.¹

Under the proposal outlined in the Petition and quoted above, Wiscan wants its account to be a sub-metered account under the Association's master-metered account – but with a significant difference from a traditional sub-metered account. Instead of DEF rendering one bill to its sole customer, the Association, for all of the electric service that flows through its meter, Wiscan wants DEF to reduce the Association's bill to account for Wiscan's separately metered usage and then render separate bills to both the Association and Wiscan. DEF cannot provide service under this proposal as it would violate Rule 25-6.100(2)(a) with regards to the Association's bills.²

¹ The DEF Tariff provision Wiscan cites requires a customer to provide DEF with an easement when DEF's facilities must be located on or cross over a third party's property in order to serve the customer desiring service.

² Rule 25-6.100(2)(a), F.A.C., requires each customer's bill to include "the meter reading and the date the meter is read, in addition to the meter reading for the previous period." Under Wiscan's proposal, the Association's bill would instead include an adjusted meter reading and an adjusted previous period reading.

Furthermore, there are additional impediments to implementing Wiscan's proposal:

- DEF's Tariff, Section IV, Sheet 4.090 (3rd revised), § 9.01 states: "Electric service furnished to a customer shall be rendered directly to the Customer through the Company's individual meter and shall be solely for the Customer's own use." (Emphasis supplied). Wiscan's proposal would violate this provision because a portion of the electric service flowing through the Association's meter would not be consumed by the Association but instead by a different customer (Wiscan).
- DEF's billing system is not designed to render bills as Wiscan proposes. Bills are computer generated for each metered account. Wiscan's proposal would require DEF to hold each bill for the Association's and Wiscan's accounts to manually perform the computations necessary to render the bills, and then manually generate bills for each customer.
- In the event of disconnection of the Association, DEF would not be able to disconnect the Association without affecting Wiscan, or would be forced to continue providing service to the former to avoid affecting the latter.
- The facilities behind the Association's meter are rented by the Association – it would need to give consent for their use by Wiscan. DEF's Point of Delivery is the Association's meter, DEF is not responsible for facilities behind the meter. Therefore, DEF could not guarantee service reliability to Wiscan in its proposed scenario.

Finally, Wiscan also requests a waiver of DEF's tariff requirement that customers provide the necessary easements for the Company's facilities. This requirement is the embodiment of long-standing Commission policy that a customer who causes an incremental cost should bear that cost rather than it being borne by the entire body of customers. If Wiscan cannot be included in the Association's master-metered account as the Petition states, then new facilities will be needed to provide electric service and those facilities will have to be located on the Association's property. The Company cannot locate its facilities on a third party's property without permission; if Wiscan is granted a waiver from the Company's requirement that it provide an easement, DEF will be unable to provide electric service until a solution could be worked out.

As stated above, the Company provides these comments in an effort to assist the Commission with its consideration of Wiscan's Petition.

Thank you for your assistance in this matter. Should you have any questions, please feel free to call me at (850) 521-1428.

Sincerely,

/s/ Matthew R. Bernier

Matthew R. Bernier