



Dianne M. Triplett
DEPUTY GENERAL COUNSEL

March 19, 2020

VIA ELECTRONIC FILING

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

Re: *Duke Energy Florida, LLC's Petition for Approval of Emergency Modification to DEF's Rate Schedule SC-1, Tariff Sheet 6.110, Florida Administrative Code; Undocketed*

Dear Mr. Teitzman:

Enclosed for filing on behalf of Duke Energy Florida, LLC ("DEF") is DEF's Petition for Approval of Emergency Modification to DEF's Rate Schedule SC-1, Tariff Sheet 6.110, along with Exhibits A and B.

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

Sincerely,

/s/ Dianne M. Triplett

Dianne M. Triplett

DMT/cmck
Enclosure

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Duke Energy Florida, LLC,
for Approval of Emergency Modification to
DEF's Rate Schedule SC-1, Tariff Sheet 6.110

Docket No. _____

Filed: March 19, 2020

**DUKE ENERGY FLORIDA, LLC'S PETITION FOR APPROVAL OF EMERGENCY
MODIFICATION TO DEF'S RATE SCHEDULE SC-1, TARIFF SHEET 6.110**

Pursuant to Rules 25-9.004 and 25-9.033, Florida Administrative Code ("FAC"), Duke Energy Florida, LLC ("DEF" or "the Company") hereby petitions this Commission for approval of emergency modification to DEF's Rate Schedule SC-1 – Service Charges, Tariff Sheet No. 6.110. As explained below, DEF is seeking to modify this tariff to provide it the flexibility to waive certain charges during the unprecedented health emergency associated with the COVID-19 pandemic. In support of this Petition, DEF states the following:

1. DEF¹ is an investor-owned utility operating under the jurisdiction of the Commission pursuant to the provisions of Chapter 366, F.S. DEF's principal place of business is located at 299 1st Avenue North, St. Petersburg, Florida 33701.

2. For purposes of this Petition and the resulting proceeding, DEF's address shall be that of its undersigned counsel. 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 DEF's undersigned counsel.

3. DEF serves more than 1.8 million retail customers in Florida. Its service area comprises approximately 20,000 square miles in 35 of the state's 67 counties, including the

¹ DEF is a wholly-owned subsidiary of Duke Energy Corporation.

densely populated areas of Pinellas and western Pasco Counties and the Greater Orlando area in Orange, Osceola, and Seminole Counties.

4. Exhibits A and B to this Petition contain proposed tariff sheets in legislative format and clean copy format, respectively, for Section No. VI, Twentieth Revised Sheet No. 6.110.

5. On March 1, 2020, Governor Ron Desantis issued an Executive Order directing the State Health Officer to declare a public health emergency in Florida related to the outbreak of COVID-19. See Executive Order No. 20-51. Mr. Desantis then issued a second Executive Order on March 9, in which he declared a state of emergency in Florida and directed the Director of the Division of Emergency Management to implement the State's Comprehensive Emergency Management Plan. See Executive Order No. 20-52. Pursuant to guidance from the Centers for Disease Control and the Governor's Office, citizens of Florida and other states have been directed to socially distance themselves from others where possible. Bars and nightclubs have been closed, and restaurant capacity has been limited. Businesses have begun to lay-off workers. The economic impact to Floridians, and DEF's customers, is just beginning to be understood as the full extent of this novel COVID-19 coronavirus is felt.

6. DEF understands that some of its customers will experience hardship in making electric payments, given the requirements to self-quarantine and other restrictions in place that will impact significant sectors of the workforce. In an attempt to mitigate these impacts, DEF has already suspended disconnections for non-payment and will offer more robust payment arrangements for those customers in need. It appears, however, that more can and should be done to assist customers during this crisis. DEF has already taken steps to protect customers and employees such as:

- DEF will not disconnect any customer's service for non-payment, in order to give customers experiencing financial hardship extra time to make payments. The Company will continue to read meters and send bills. Customers should pay what they can to avoid building up a large balance that will be harder to pay off later.
- Services that are not urgent or time-sensitive, but require in-person customer contact by Duke Energy employees, will be rescheduled (this includes but is not limited to Home Energy Checks under the Demand Side Management Plan).
- DEF is implementing additional cleaning and sanitizing to protect the workforce and ensure the continued safe and reliable operation of the power system on which our customers rely.
- DEF has restricted all visitors to any Duke Energy facility.
- DEF is evaluating its critical work functions and making changes to ensure the reliable production and delivery of power, such as dividing essential work teams to different locations where possible. In some instances, this has required employee travel to and work at locations other than their typical work station.
- DEF is monitoring staffing levels on critical functions like customer call centers as employees increasingly are forced to decide between childcare responsibilities (with schools not in session) and work obligations.

These are just some of the steps DEF has taken. DEF will continue to monitor the ever-evolving crisis, such as the impact on credit markets and the utility's liquidity to effectively fund our operations, and make the necessary adjustments to its plans to provide safe and reliable power, which may require additional requests to this Commission.

7. It is against this backdrop that DEF seeks to modify its Tariff Sheet 6.110. DEF currently has the ability to waive certain service charges in emergency conditions for natural disasters, but that language does not specifically address the type of state of emergency we are in today and does not apply to the imposition of other fees such as late payment charges or return check charges. This tariff modification simply moves the existing waiver language so that the waiver discretion applies to all the charges included on this tariff sheet, as well as clarifies that the ability to waive applies in any emergency conditions.

8. Given the impact to its customers, DEF requests that the Commission consider this on an emergency basis.

WHEREFORE, Duke Energy Florida, LLC, requests that the Commission approve, on an emergency basis, this Petition and the attached tariff modifications, as set forth on the attached Exhibits A and B.

Respectfully submitted,

/s/ Dianne M. Triplett

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Attorneys for Duke Energy Florida, LLC

Exhibit A

Exhibit A - proposed tariff sheets in legislative format for
Section No. VI, Twentieth Revised Sheet No. 6.110

*In re: Petition by Duke Energy Florida, LLC, for
Approval of Emergency Modification to DEF's
Rate Schedule SC-1, Tariff Sheet 6.110*



**RATE SCHEDULES SC-1
SERVICE CHARGES**

Establishment of Service:

A service charge shall be made for each establishment or re-establishment of service. This charge shall apply to each new service connection, service reconnection and transfer of account from one occupant to another. It shall also apply to reconnections after disconnection for non-payment or violation of Company or Florida Public Service Commission (Commission) Rules.

1. A charge of \$61.00 will be made for initial establishment of service to a premise.
2. A charge of \$28.00 will be made for each subsequent re-establishment of service to said premise.
3. A charge of \$10.00 will be made for each subsequent re-establishment of service to said premise where the customer has executed and has on file a Leave Service Active (LSA) agreement for units of a multi-family rental housing complex situated on a contiguous property and having an on-site manager.
4. A charge of \$40.00 will be made for the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules where such reconnection is performed during normal working hours (M-F, 7AM-7PM). For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.
5. A charge of \$50.00 will be made for the reconnection of service for nonpayment or violation of Company or Commission Rules where such reconnection is performed outside of normal working hours. For reconnection of lighting service, the Company may assess this charge for each lighting installation on an account.

~~The Company shall have the discretion to waive any of the foregoing charges that would otherwise apply to customers as a consequence of significant damage to their premises caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.~~

Late Payment Charge:

Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5%, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

Returned Check Charge:

A service charge as allowed by Florida Statute 68.065 shall be added to the Customer's bill for electric service for each check or draft dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the returned check charge.

Investigation of Unauthorized Use Charge:

The Customer shall be assessed a charge by the Company for reimbursement of all investigative expenses related to a premise for which the Customer has undertaken unauthorized use of service and the Company has not elected to seek full recovery by prosecution under the law. The charge shall not be less than \$75.00, and such charge may be assessed in lieu of proof of actual expenses incurred. In addition to this charge, the Customer is responsible for any damages to the Company's facilities, correction of measured consumption, and/or any other service charges which may be applicable.

Waiver Clause for Above Charges:

~~The Company shall have the discretion to waive any of the foregoing charges that would otherwise apply to customers as a consequence of significant damage to their premises caused by a natural disaster, or during periods of declared emergencies, or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.~~

Exhibit B

Exhibit B - proposed tariff sheets in clean copy format for
Section No. VI, Twentieth Revised Sheet No. 6.110

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