

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of modifications
to Duke Energy Florida, LLC's Rate
Schedule – FB-1 FixedBill Program

Docket No. _____

Filed: September 28, 2020

**PETITION FOR APPROVAL OF MODIFICATIONS TO DUKE ENERGY
FLORIDA, LLC'S RATE SCHEDULE FB-1, FIXEDBILL PROGRAM**

Pursuant to Rules 25-9.004 and 25-9.033, Florida Administrative Code, Duke Energy Florida, LLC (“DEF” or “the Company”) hereby petitions this Commission for approval of modifications to DEF’s Rate Schedule - FB-1 FixedBill Program, Tariff Sheet No. 6.391. 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
Duke Energy Florida, LLC
299 1st Avenue North
St. Petersburg, Florida 33701
(727) 820-4962
(727) 820-5041 (fax)

Matthew R. Bernier
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)

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 1st Avenue North, St. Petersburg, Florida 33701.

4. DEF serves approximately 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 densely populated areas of Pinellas and western Pasco Counties and the Greater Orlando area in Orange, Osceola, and Seminole Counties. DEF supplies electricity at retail to approximately 350 communities and at wholesale to Florida municipalities, utilities, and power agencies in the State of Florida.

5. Exhibits A and B to this Petition contain proposed tariff sheets in legislative format and clean copy format respectively, including Section No. VI, First Revised Sheet No. 6.391, of DEF's Retail Tariff Rate Schedule FB-1 – FixedBill Program.

6. In this Petition, DEF requests approval of proposed changes to its FixedBill tariff schedule. The goal is to test customer willingness to allow Company control of eligible thermostats in exchange for an overall lower cost FixedBill experience. The Company will use the controlled thermostats to reduce peak demand throughout the year and respond to emergency events. These changes reflect DEF's continued efforts to help customers manage their energy usage while providing them with the bill certainly many of them seek. If approved, the requested change would provide up to 2000 FixedBill participants \$50 in the form of a prepaid credit card when those customers grant the Company control of customer-owned assets outside and in addition of Commission approved DSM programs through December 31, 2021. This form of financial reward will be charged against the risk adder (below the line) associated with the FixedBill program-

WHEREFORE, DEF respectfully requests the Commission approve this Petition and the modifications to Section No. VI, Original Sheet No. 6.391, of DEF's Retail Tariff Rate Schedule FB-1 – FixedBill Program as set forth in Exhibits A and B attached hereto.

This 28th day of September, 2020.

Respectfully submitted,

/s/ Dianne M. Triplett

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EXHIBIT A

**Legislative Format Tariffs
(1 copy)**

First Revised Sheet No. 6.391

RATE SCHEDULE FB-1
Optional – FixedBill Program
(Continued from Page No. 1)

Normal Weather: Weather at the 50th weather percentile based on the Company's historical seasonal heating degree-days and cooling degree-days.

Actual Weather: Weather experienced during a historical time period measured using actual heating degree-days and cooling degree-days.

Predicted Weather Normalized Monthly kWh Usage: The customer's predicted monthly usage (kWh) based on Normal Weather.

Predicted Weather Adjusted Total kWh Usage: The customer's predicted total usage (kWh) for the applicable time period based on Actual Weather.

Risk Adder: This adder is used to compensate the Company for the risk associated with weather-related consumption and non-weather related impacts. ~~This adder and~~ will not exceed 6%. Through December 31, 2021 in recognition of reduced risk from customers who grant the Company the ability to control different customer owned assets outside of or in addition to applicable Commission-approved DSM programs, the Company will provide up to 2,000 customers \$50 in the form of a prepaid credit card in accordance with the terms of the program's Service Agreement.

Usage Adder: This adder is used to compensate the Company for the risk associated with increased usage by customers in their first year while on *FixedBill* not associated with weather. The initial usage adder will be 4% and capped at 6%. This adder will only be applied during the customer's first year on the *FixedBill* program.

Standard Residential Tariff: The Company's RS-1, RSL-1 and RSL-2 Rate Schedules, beginning Sheet Nos. 6.120, 6.130, and 6.135, respectively.

Terms and Conditions:

1. The customer will enter into a Service Agreement with the Company that will specify the Monthly *FixedBill* Amount that the customer will be required to pay and, as applicable, all requirements associated with allowing control of customer owned assets.
2. The term of the Service Agreement will be for twelve (12) months. The Company will calculate a new Monthly *FixedBill* Amount for the following year, and notify the customer of the new contractual amount before the current 12-month *FixedBill* period expires. The customer will be automatically renewed at the new Monthly *FixedBill* Amount for the following year unless the customer notifies the Company of their intent to be removed from the *FixedBill* program.
3. Removal from the program:

A. Move from Current Residence.

If a participating customer moves from their current residence before the 12 month Service Agreement period expires, Applicable Removal Charges will apply.

B. Delinquent FixedBill Payments.

If a customer becomes delinquent in a *FixedBill* payment, the Company will follow standard procedures for Standard Residential Tariff customers. If the customer is disconnected for nonpayment, the customer will be removed from the *FixedBill* program and Applicable Removal Charges will apply.

C. Increased Actual Energy Usage Above Expected Usage (Excess Usage).

The Company reserves the right to terminate the customer's *FixedBill* program Service Agreement if the customer's total Actual Energy Usage in months three (3) through nine (9) of the contract year exceeds their Predicted Weather Adjusted Total kWh Usage by at least 30% for at least three months. If the customer is removed from the *FixedBill* program due to excessive usage, Applicable Removal Charges will apply. The Company will notify the customer in advance if they are at risk of being removed from the program due to excessive usage.

D. Customer Voluntary Removal.

If a customer chooses to leave the *FixedBill* program prior to the end of the 12-month Service Agreement period, the customer will be removed from the *FixedBill* program and Applicable Removal Charges will apply. After the end of each Service Agreement period, eligible customers will automatically renew for the next *FixedBill* Service Agreement period unless the customer indicates their intention to return to the Standard Residential Tariff. If the Standard Residential Tariff election is made prior to the automatic renewal of the *FixedBill* Service Agreement, no Applicable Removal Charges will apply.

(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, ~~Managing Director~~Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: **March 1, 2018**

EXHIBIT B

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

First Revised Sheet No. 6.391

RATE SCHEDULE FB-1
Optional – FixedBill Program
(Continued from Page No. 1)

Normal Weather: Weather at the 50th weather percentile based on the Company's historical seasonal heating degree-days and cooling degree-days.

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(Continued on Page No. 3)

ISSUED BY: Javier J. Portuondo, Vice President, Rates & Regulatory Strategy – FL

EFFECTIVE: