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November 4, 2020

VIA ELECTRONIC FILING

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

Re: *Joint petition for approval of territorial agreement in Jefferson, Madison, and Taylor Counties by Tri-County Electric Cooperative and Duke Energy Florida, LLC; Docket No. 20200217-EU*

Dear Mr. Teitzman:

On behalf of Duke Energy Florida, LLC ("DEF"), please find enclosed for electronic filing in the above-referenced Docket, DEF's Response to Staff's First Data Request (Nos. 1-5).

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

Sincerely,

/s/ Matthew R. Bernier

Matthew R. Bernier

MRB/cmkn
Attachment

cc: Parties of Record

**Duke Energy Florida, LLC's (DEF) Response to
Florida Public Service Commission's First Data Request (Nos. 1-5)
re. Joint Petition for Approval of Territorial Agreement in
Jefferson, Madison, and Taylor Counties by Tri-County Electric Cooperative and DEF**

Docket No. 20200217-EU

1. Section 0.4 of the proposed Territorial Agreement (2020 Agreement) states that the parties' existing agreement (1992 Agreement) expired in 2012. Please discuss how the parties continued serving their respective areas after the expiration of the 1992 Agreement.

Response:

Tri-County Electric Cooperative (TCEC) and Duke Energy Florida, LLC (DEF) have continuously collaborated since 2012 and have continued to serve their respective territorial areas while performing the due diligence activities necessary to update and revise the territorial agreement between the Parties.

2. Pursuant to Order No. PSC-92-1214-FOF-EU approving the parties' 1992 Agreement, which had a 20-year term, the Agreement would renew for additional 20-year terms unless either party provided written notification to not renew the Agreement. Currently, the parties are in year eight of the 20-year extension. What factors influence the need for the current proposed modifications to the Agreement? Please explain.

Response:

Section 5.1 states that the Agreement shall be automatically renewed for additional twenty (20) year periods provided that each such renewal of this Agreement shall require approval of the Commission.

Since 1992, the territorial areas for both Parties have experienced growth and changes in parcel lines. Economic constraints, good engineering practices and inadvertent territorial encroachments have indicated in multiple areas that the customers would be best served if redrawn into the territorial area of the other Party. In several instances, in order to serve each Parties' respective territorial areas, the Parties would need to duplicate facilities, resulting in wasteful expenditures.

Furthermore, as a result of the in-depth review of the territorial boundaries, the territorial boundary maps have been updated to a GIS format and demonstrate the territorial boundary lines in much greater detail. During the mapping geospatial analysis process, DEF and TCEC discovered that select parcels were divided by the prior territorial boundary lines and the territorial boundaries were modified to eliminate the split parcels. A written description is also included as required pursuant to Rule 25-6.0440(1)(a), Florida Administrative Code.

3. Section 3.5 of the proposed 2020 Agreement states that the parties shall mutually agree on a closing date for each transfer segment. Please define transfer segment and how many transfer segments are expected for this proposed 2020 Agreement.

Response:

The transfer of the territorial customers, broken down into segments, is based on geographic location and the engineering requirements necessary to complete the transfer. The Parties will work together to determine a mutually agreeable timeframe for each segment of customer transfers as there is significant work required to complete customer transfers from multiple departments across both utilities, including engineering, customer communications and service systems, GIS, asset accounting, land services, products and services and many more.

TCEC and DEF expect there to be approximately ten (10) to fifteen (15) customer transfer segments, and the Parties intend to complete all transfers of the Extra-Territorial Customers within thirty-six (36) months of the Effective Date of the Agreement.

4. Page 21 of 179 of the petition (in Exhibit A) contains a map titled Jefferson County. Page 76 of 179 also contains a map titled Jefferson County. Please identify the differences in these two service area maps.

Response:

The map pages of page 21 of 179 and page 76 of 179 are identical DOT maps of Jefferson county. Page 76 of 179 was inadvertently included twice in the territorial maps.

5. Customer notification letter in Exhibit E, page 178 of 179 to the petition provides the residential electric rate comparison for Duke and TCEC customers for the month of February 2020. Please provide an updated residential rate comparison for the month of September 2020.

Response:

The residential rate for 1,000 kWh for DEF was \$130.26 for September 2020. The residential rate for 1,000 kWh for TCEC was \$125.00 for September 2020.