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DIVISION OF ECONOMICS
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Public Service Commission

August 16, 2024

Matthew R. Bernier, Esquire
Duke Energy Florida, LLC.
106 East College Avenue, - Suite 800
Tallahassee, Florida, 32301-7740
matthew.bernier@duke-energy.com

STAFF'S FIRST DATA REQUEST
Via E-Mail

William E. Sexton, Esquire,
City of Ocala
110 SE Watula Avenue
Ocala, Florida 34471-2180
wsexton@ocalafl.gov

Re: Docket No. 20240110-EU - Joint Petition For Approval of Territorial Agreement between Duke Energy Florida, LLC. and the City of Ocala, d/b/a Ocala Electric Utility.

Dear Counsels:

By this letter, the Commission staff respectfully requests Duke Energy Florida, LLC. (DEF) and the City of Ocala (City or Ocala) provide responses to Staff's First Data Request regarding the above-referenced joint petition.

1. In the Joint Petition For Approval of Territorial Agreement between Duke Energy Florida, LLC. and the City of Ocala, d/b/a Ocala Electric Utility (petition), page 2, paragraph 4 states, in part, that "to best avoid duplication of services and wasteful expenditures, as well as to best protect the public health and safety from potentially hazard conditions, the Joint Petitioners have negotiated the Agreement delineating their respective service boundaries in Marion county." Please answer the following:

- A. Please provide the analysis that was relied upon to support the petitioners' claim that the proposed Agreement will avoid duplication of services and wasteful expenditures.

- B. Please explain how the proposed Agreement best protects public health and safety from potentially hazardous conditions.
 - C. Please address how the proposed boundary change will not impair the provision of reliable electric services for current or future ratepayers of either party.
2. On page 7 of 63, paragraph 1, the proposed Agreement states the prior agreement (2009 Agreement) expired in July 2019.
- A. Please explain why the 2009 Agreement was not renewed prior to its expiration in 2019.
 - B. Please discuss whether DEF and Ocala, parties to the 2009 Agreement, continued to meet their respective obligations of the 2009 Agreement after it expired in 2019. If there have been any exceptions, please explain.
3. On page 7 of 63, paragraph 2, the proposed Agreement states that “planning, operational, and customer service benefits are provided” by entering into a new Agreement.
- A. Please specifically describe the planning, operational, and customer service benefits that will be provided by entering into the proposed new Agreement.
 - B. Please provide the locations in the utilities’ existing territories where planning, operational, and customer service benefits would have the greatest impact.
4. Referring to Section 1.3: Point of Use, of the proposed Agreement, please explain the difference(s) between Point of Use and Point of Connect or Metering. Please provide example(s) situations applicable to Section 1.3.

5. Please refer to Sections 1.7 and 2.4 to answer the following:
 - A. Please list the service addresses of customer(s) that are Extra-Territorial customers, meaning their service address is in DEF's service territory, yet they receive electric service from a utility outside of DEF's designated service territory. For each address, please also provide the date(s) that electric service was established.
 - B. Please list the service addresses of customer(s) that are Extra-Territorial customers, meaning their service address is in the City of Ocala's service territory, yet they receive electric service from a utility outside of the City of Ocala's designated service territory. For each address, please also provide the date(s) that electric service was established.
 - C. For each of the Extra-Territorial service addresses identified in responses to questions 5.A. and 5.B. above, please explain any unique circumstances that were present at the time service was established.
 - D. What steps, if any, have been or will be taken by both parties to reduce or eliminate Extra-Territorial connections?
 - E. What technology and procedures are the utilities pursuing to reduce or eliminate Extra-Territorial connections prospectively?
6. Please clarify whether all Extra-Territorial Customers are being transferred. If applicable, provide the service addresses and/or map-page references for each Extra-Territorial Customer that will not be transferred as a result of the proposed boundary change.
7. Referring to Section 1.8: Temporary Service Customers, please state if either or both Ocala and DEF are currently serving any temporary customers within Marion County. If currently serving temporary customers, please state the service addresses for such customers, and the class of service they subscribe to.
8. With reference to Section 2.1: Service to New Customers:
 - A. Please explain why it would be difficult to locate customers' points of use with the availability of improved GIS mapping and other technologies.

- B. In the instances where the Territorial Boundary Line traverses the property of a New Customer, is it correct to assume that each Party will serve their Territorial Area if the preponderance of the New Customer's electricity usage is not located in the greater portion of the New Customer's property? If not, please provide a response detailing the steps of determining which Party will serve the New Customer.
9. Referring to Section 4.3: Retail Service at Facility Sites, please provide descriptive examples of 'limited retail service' (defined as no more than 3 separate retail accounts with a combined load of 25kW or less) that are in the joint petitioners' service territories, subject to this proposed Agreement.
10. With reference to Exhibit C (Extra-territorial Customers served by Duke Energy Florida and subject to transfer to the City of Ocala), please answer the following:
- A. Please state the approximate distance from this customer's location to the nearest City of Ocala facilities that will provide service to this address.
 - B. If applicable, describe the construction activities that will be necessary for the City of Ocala to serve this customer's location.
 - C. If applicable, state the estimated cost of the construction activities described in the response to Question 10.B. above.
11. With reference to Exhibit D (Extra-territorial Customers served by the City of Ocala and subject to transfer to Duke Energy Florida), please answer the following:
- A. Please state the approximate distance from each customer's location identified in Exhibit D to the nearest Duke Energy Florida facilities that will provide service to those addresses. Provide a response for each address identified in Exhibit D.
 - B. If applicable, describe the construction activities that will be necessary for Duke Energy Florida to serve those customer locations. Provide a response for each address identified in Exhibit D.
 - C. If applicable, state the estimated cost of the construction activities described in the response to Question 11.B. above.

12. With reference to Exhibit E (Sample copy of letter providing notification), please answer the following:
- A. What date(s) were the respective sample letters mailed?
 - B. Describe any correspondence or documented customer interactions regarding questions or concerns about the proposed Agreement that each signatory (Walsh for DEF and Peebles for Ocala) had with the customer(s) that received letters. Provide a response for each signatory (Walsh for DEF and Peebles for Ocala).
 - C. Provide a complete July 2024 typical bill, comparing information for both residential and commercial customers of both utilities subject to the transfer.
13. Please provide a single page map (or as few pages as practical for purposes of clarity) indicating the approximate location of each customer subject to transfer pursuant to the proposed territorial agreement, the proposed territorial agreement boundary lines, the expired territorial agreement boundary lines, section lines, and including a key inserted containing all customer and section/ territorial line indicators, and color code / hatch marks for utility territory identification.

Please file all responses electronically no later than August 30, 2024 via the Commission's website at www.floridapsc.com by selecting the Clerk's Office tab and Electronic Filing Web Form. Please contact me at dprewett@psc.state.fl.us or at (850) 413-6078 or Michael Barrett at mbarrett@state.fl.us if you have any questions.

Thank you,

/s/Devan Prewett

Devan Prewett
Public Utility Analyst

cc: Michael Barrett, Economist Supervisor

Office of the Commission Clerk