



DIANNE TRIPLETT
ASSOCIATE GENERAL COUNSEL

July 19, 2016

VIA ELECTRONIC FILING

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

Re: DEF Petition for Approval of Modifications to and Extensions of Economic Development and Re-Development Rider Experimental Pilot Tariffs; Docket No. _____

Dear Ms. Stauffer:

On behalf of Duke Energy Florida, LLC ("DEF"), attached for filing is DEF's Petition for Approval of Modifications to and Extensions of Economic Development and Re-Development Rider Experimental Pilot Tariffs.

The modifications to the Economic Development and Redevelopment Rider Tariff concern Tariff Sheet Nos. 6.380, 6.385, 7.500, and 7.510.

Thank you for your assistance in this matter. If you have any questions, please feel free to contact me at (727) 820-4692.

Sincerely,

/s/ Dianne M. Triplett

Dianne M. Triplett

DMT/db

Attachment

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by Duke Energy Florida, LLC, for Approval of Modification to and Extension of the Approved Economic Development and Re-Development Rider Experimental Pilot Tariffs

Docket No. _____

Submitted for filing: July 19, 2016

PETITION FOR APPROVAL OF MODIFICATION TO AND EXTENSION OF DUKE ENERGY FLORIDA, LLC'S ECONOMIC DEVELOPMENT AND RE-DEVELOPMENT RIDER EXPERIMENTAL PILOT TARIFFS

Pursuant to Rules 25-17.015(4) and 25-9.004(2), F.A.C., Duke Energy Florida, LLC (“DEF” or “the Company”), respectfully petitions the Florida Public Service Commission (“PSC” or “the Commission”) for approval of modifications to and an extension of DEF’s Economic Development and Re-Development Rider Tariffs, specifically ED-1 and EDR-1. Modifications to these tariffs are needed to continue the pilot program for another three years, along with clarifying the limitation of service provision. In addition, DEF proposes clarifying modifications to the accompanying Standard Form Agreements, specifically Forms 7.500 and 7.510.

The modified Economic Development Rider tariff, Section No. VI, First Revised Sheet No. 6.380, Economic Re-Development Rider tariff, Section No. VI, Second Revised Sheet No. 6.385, Economic Development Rider Service Agreement, Section No. VII, First Revised Sheet No. 7.500, and Economic Re-Development Rider Service Agreement, Section No. VII, First Revised Sheet No. 7.510, are attached hereto in standard format as Exhibit A and in legislative format as Exhibit B. In support of this petition, DEF submits the following:

1. DEF is a public utility subject to the regulatory jurisdiction of the Commission pursuant to Chapter 366, F.S. The Company’s principal place of business is located at 299 First Avenue North, St. Petersburg, Florida 33701.

2. All notices, pleadings and correspondence required to be served on the petitioner should be directed to:

Dianne M. Triplett
Post Office Box 14042
St. Petersburg, FL 33733-4692
(727) 820-4692

Matthew R. Bernier
106 East College Avenue, Suite 800
Tallahassee, FL 32301
(850) 521-1428

3. The tariffs and form agreements that are the subject of this Petition were initially approved by this Commission on October 17, 2013 as part of its approval of the Revised and Restated Stipulation and Settlement Agreement (“RRSSA”). Specifically, paragraph 17 and Exhibit 15 provided that DEF shall introduce these tariffs on a pilot basis for three years. Without action by the Commission, the pilot would expire in October 2016.

4. The Economic Development Rider Program has been successful in bringing new load and jobs into DEF’s service territory. Since April 2014, when the Company's first ED-1 customer was enrolled, the program has attracted six customers with anticipated projects that plan to create 968 full-time equivalent jobs in DEF’s service territory. Most of these projects are anticipated to begin later this year or in 2017. DEF is also working on additional customer projects in which the economic development rider is a significant factor in their location/expansion decision. Given this interest in these tariffs, and because DEF believes that their continued offering will result in economic development to the state of Florida, DEF proposes to extend the pilot for an additional three years, or until October 17, 2019.

5. DEF is not requesting that the tariffs be made permanent at this time, because it wants additional time to market the tariff and determine customer’s interest in the program. As the current customers on the tariff bring projects online, DEF will gain useful experience and will be able to suggest changes, if needed, to improve the program. DEF also proposes other changes to the tariffs and form agreements to clarify that the tariffs are limited to 25 accounts, rather than 25 customers, and to clarify the specific type of information needed before DEF can properly place an account on the tariff.

WHEREFORE, for the above-stated reasons, DEF respectfully requests that the Commission grant this petition and approve the modifications to DEF's Economic Development and Re-Development Rider Tariffs, Section No. VI, First Revised Sheet No. 6.380, Section No. VI, Second Revised Sheet No. 6.385, Section No. VII, First Revised Sheet No. 7.500, and Section No. VII, First Revised Sheet No. 7.510, as set forth in Exhibits A and B attached hereto.

Respectfully Submitted,

s/Dianne M. Triplett

Dianne M. Triplett
Post Office Box 14042
St. Petersburg, FL 33733-4692
(727) 820-4692
Facsimile: (727) 820-5041
dianne.triplett@duke-energy.com

Matthew R. Bernier
106 East College Avenue, Suite 800
Tallahassee, FL 32301
(850) 521-1428
Facsimile: (727) 820-5041
matthew.bernier@duke-energy.com

**ED-1, EDR-1 and Standard Forms
(Clean copy)**

Tariff Sheets:

First Revised Sheet No. 6.380

Second Revised Sheet No. 6.385

First Revised Sheet No. 7.500

First Revised Sheet No. 7.510



**RATE SCHEDULE ED-1
ECONOMIC DEVELOPMENT RIDER
EXPERIMENTAL PILOT PROGRAM**

Availability:

Available throughout the entire territory served by the Company. Customers desiring to take service under this tariff must make a written request for service. Application for service under this tariff is available to qualifying customers until October 17, 2019.

Applicable:

To any customer taking firm service, other than residential, for light and power purposes who meet the Qualifying Criteria set forth in this tariff. This tariff provides for an Economic Development Rate Reduction Factor as described herein for new load which is defined as load being established after the date of the original issue of this tariff sheet by a new business or the expansion of an existing business. This rider is not available for retention of existing load or for relocation of existing load within the Company's service territory. Relocating businesses that provide expansion of existing business may qualify for the expanded load only. This rider is not available for short-term, construction, temporary service, or renewal of a previously existing service. Customers must execute an Economic Development Service Agreement and such agreement must specify all qualifying criteria customer expects to meet for this rider to be applicable.

Qualifying Criteria:

- a) The minimum qualifying new load must be at least 500 kW with a minimum load factor of 50% at a single point of delivery.
- b) The new or expanding business must be a targeted industry as defined by the state of Florida's most current economic development policy.
- c) The new or expanding business must also meet at least one of the following two requirements at the project location:
 - 1) The addition of 25 net new full time equivalent (FTE) jobs in the Company's Florida service area; or
 - 2) Capital investment of \$500,000 or greater and a net increase in FTE jobs in the Company's Florida service area.
- d) Customer must provide written documentation attesting that the availability of this rider is a significant factor in the Customer's location/expansion decision.

Limitation of Service:

Service under this tariff is limited to a total load served under both this tariff and the EDR-1 tariff of 300 megawatts or a total of 25 customer accounts served under both this tariff and the EDR-1 tariff. Standby or resale service not permitted hereunder. Service under this tariff is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service." Service under this tariff may not be combined with service under the EDR-1 tariff. Service under this tariff is available on a first come, first served basis.

Otherwise Applicable General Service Tariff:

Service under this rider shall be provided under any of the Company's currently available general service tariffs to be initially determined by mutual agreement of the Company and customer based on the usage characteristics provided by the customer for new load. All provisions, terms and conditions of the Otherwise Applicable General Service Tariff shall apply.

Rate Per Month:

All charges shall be those set forth in the Otherwise Applicable General Service Tariff adjusted by the Economic Development Rate Reduction Factor.

Economic Development Rate Reduction Factor:

The following rate reduction factors shall apply:

Year of Agreement	Reduction of Base Rate Demand and Energy Charges
Year 1	50%
Year 2	40%
Year 3	30%
Year 4	20%
Year 5	10%

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Director, Rates & Regulatory Strategy - FL

EFFECTIVE:



**RATE SCHEDULE EDR-1
 ECONOMIC RE-DEVELOPMENT RIDER
 EXPERIMENTAL PILOT PROGRAM**

Availability:

Available throughout the entire territory served by the Company. Customers desiring to take service under this tariff must make a written request for service. Application for service under this tariff is available to qualifying customers until October 17, 2019.

Applicable:

To any customer taking firm service, other than residential, for light and power purposes who meet the Qualifying Criteria set forth in this tariff. This tariff provides for an Economic Re-Development Rate Reduction Factor as described herein for new load which is defined as load being established after the date of the original issue of this tariff sheet by a new business or the expansion of an existing business. This rider is not available for retention of existing load or for relocation of existing load within the Company's service territory. Relocating businesses that provide expansion of existing business may qualify for the expanded load only. This rider is not available for short-term, construction, temporary service, or renewal of a previously existing service. Customers must execute an Economic Re-Development Service Agreement and such agreement must specify all qualifying criteria customer expects to meet for this rider to be applicable.

Qualifying Criteria:

- a) New load must be at an existing Company premise location previously served by the Company which has been unoccupied or otherwise essentially dormant (evidenced by minimal to no electric usage) for a minimum period of 90 days.
- b) Customer must not have a relationship with the previous occupant of the unoccupied premise location.
- c) The minimum qualifying new load must be at least 350 kW with a minimum load factor of 50% at a single point of delivery.
- d) The new or expanding business must be a targeted industry as defined by the state of Florida's most current economic development policy.
- e) The new or expanding business must also meet at least one of the following two requirements at the project location:
 - 1) The addition of 15 net new full time equivalent (FTE) jobs in the Company's Florida service area; or
 - 2) Capital investment of \$200,000 or greater and a net increase in FTE jobs in the Company's Florida service area.
- f) Customer must provide written documentation attesting that the availability of this rider is a significant factor in the Customer's location/expansion decision.

Limitation of Service:

Service under this tariff is limited to a total load served under both this tariff and the ED-1 tariff of 300 megawatts or a total of 25 customer accounts served under both this tariff and the ED-1 tariff. Standby or resale service not permitted hereunder. Service under this tariff is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service." Service under this tariff may not be combined with service under the ED-1 tariff. Service under this tariff is available on a first come, first served basis.

Otherwise Applicable General Service Tariff:

Service under this rider shall be provided under any of the Company's currently available general service tariffs to be initially determined by mutual agreement of the Company and customer based on the usage characteristics provided by the customer for new load. All provisions, terms and conditions of the Otherwise Applicable General Service Tariff shall apply.

Rate Per Month:

All charges shall be those set forth in the Otherwise Applicable General Service Tariff adjusted by the Economic Re-Development Rate Reduction Factor.

Economic Re-Development Rate Reduction Factor:

The following rate reduction factors shall apply:

Year of Agreement	Reduction of Base Rate Demand and Energy Charge	Reduction of the Non-Fuel and non-ASC BA-1 Tariff Charges
Year 1	50%	50%
Year 2	35%	35%
Year 3	15%	15%
Year 4	0%	0%
Year 5	0%	0%

(Continued on Page No. 2)

ISSUED BY: Javier J. Portuondo, Director, Rates & Regulatory Strategy - FL

EFFECTIVE:



**DUKE ENERGY FLORIDA, INC.
ECONOMIC DEVELOPMENT RIDER**

Service Agreement

For a New Establishment or an Existing Establishment with Expanding Load

CUSTOMER NAME

ADDRESS

TYPE OF BUSINESS

The Customer hereto agrees as follows:

1. To create _____ full - time jobs or new capital investment of \$ _____ and a net increase of full - time jobs.
2. That the quantity of new or expanded load shall be _____ KW of demand with a _____ % load factor.
3. Type of business and expected hours of operation are _____.
4. To initiate service under this rider on _____, _____, and terminate service under this rider on _____, _____. This shall constitute a period of 5 years.
5. In case of early termination by the Customer, or an early discontinuation by the Company for a violation of the terms and conditions of this rider, the Customer shall be required to repay Duke Energy Florida, Inc. the cumulative discounts received to date under this rider plus interest.
6. If a change in ownership occurs after the Customer contracts for service under this rider, the successor Customer may be allowed to fulfill the balance of the contract under rider ED-1 and continue the schedule of rate reductions.
7. All terms of Rate Schedule ED-1, Economic Development Rider, apply to this agreement and are incorporated by reference herein.

By signing below, I hereby attest that the availability of this rider is a significant factor in this Customer's location / expansion decision.

Signed: _____
Customer

Accepted by: _____
Duke Energy Florida, Inc.

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



**DUKE ENERGY FLORIDA, INC.
ECONOMIC RE-DEVELOPMENT RIDER
Service Agreement**

For new load established at existing Company premise location that has been vacant for at least 90 days

CUSTOMER NAME

ADDRESS

TYPE OF BUSINESS

The Customer hereto agrees as follows:

1. To establish service at a currently vacant Company premise location and create _____ full - time jobs or new capital investment of \$ _____ and a net increase of full - time jobs.
2. That the quantity of new or expanded load shall be _____ KW of demand with a _____ % load factor.
3. Type of business and expected hours of operation are _____.
4. The Company premise location for the new or expanded load has been vacant for at least 90 days.
5. The Customer load will be served with existing facilities or the Customer may be subject to contribution in aid to construction, construction advances or equipment rental charges as may be applicable in accordance with the Company's Rules and Regulations.
6. To initiate service under this rider on _____, _____, and terminate service under this rider on _____, _____. This shall constitute a period of 5 years.
7. In case of early termination by the Customer, or an early discontinuation by the Company for a violation of the terms and conditions of this rider, the Customer shall be required to repay Duke Energy Florida, Inc the cumulative discounts received to date under this rider plus interest.
8. If a change in ownership occurs after the Customer contracts for service under this rider, the successor Customer may be allowed to fulfill the balance of the contract under Rider EDR-1 and continue the schedule of rate reductions.
9. All terms of Rate Schedule EDR-1, Economic Re-Development Rider, apply to this agreement and are incorporated by reference herein.

By signing below, I hereby attest that the availability of this rider is a significant factor in this Customer's location / expansion decision and Customer has no affiliation with the previous occupant of the premise.

Signed: _____
Customer

Accepted by: _____
Duke Energy Florida, Inc.

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ED-1, EDR-1 and Standard Forms
(Legislative format)**

Tariff Sheets:

First Revised Sheet No. 6.380

Second Revised Sheet No. 6.385

First Revised Sheet No. 7.500

First Revised Sheet No. 7.510

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 ECONOMIC DEVELOPMENT RIDER
 EXPERIMENTAL PILOT PROGRAM**

Availability:

Available throughout the entire territory served by the Company. Customers desiring to take service under this tariff must make a written request for service. Application for service under this tariff is available to qualifying customers ~~for 3 years after its original issue date~~ until October 17, 2019.

Applicable:

To any customer taking firm service, other than residential, for light and power purposes who meet the Qualifying Criteria set forth in this tariff. This tariff provides for an Economic Development Rate Reduction Factor as described herein for new load which is defined as load being established after the date of the original issue of this tariff sheet by a new business or the expansion of an existing business. This rider is not available for retention of existing load or for relocation of existing load within the Company's service territory. Relocating businesses that provide expansion of existing business may qualify for the expanded load only. This rider is not available for short-term, construction, temporary service, or renewal of a previously existing service. Customers must execute an Economic Development Service Agreement and such agreement must specify all qualifying criteria customer expects to meet for this rider to be applicable.

Qualifying Criteria:

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(Continued on Page No. 2)



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Availability:

Available throughout the entire territory served by the Company. Customers desiring to take service under this tariff must make a written request for service. Application for service under this tariff is available to qualifying customers ~~for 3 years after its original issue date until October 17, 2019.~~

Applicable:

To any customer taking firm service, other than residential, for light and power purposes who meet the Qualifying Criteria set forth in this tariff. This tariff provides for an Economic Re-Development Rate Reduction Factor as described herein for new load which is defined as load being established after the date of the original issue of this tariff sheet by a new business or the expansion of an existing business. This rider is not available for retention of existing load or for relocation of existing load within the Company's service territory. Relocating businesses that provide expansion of existing business may qualify for the expanded load only. This rider is not available for short-term, construction, temporary service, or renewal of a previously existing service. Customers must execute an Economic Re-Development Service Agreement and such agreement must specify all qualifying criteria customer expects to meet for this rider to be applicable.

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- e) The new or expanding business must also meet at least one of the following two requirements at the project location:
 - 1) The addition of 15 net new full time equivalent (FTE) jobs in the Company's Florida service area; or
 - 2) Capital investment of \$200,000 or greater and a net increase in FTE jobs in the Company's Florida service area.
- f) Customer must provide written documentation attesting that the availability of this rider is a significant factor in the Customer's location/expansion decision.

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Economic Re-Development Rate Reduction Factor:

The following rate reduction factors shall apply:

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Year 5	0%	0%

(Continued on Page No. 2)



**DUKE ENERGY FLORIDA, INC.
ECONOMIC DEVELOPMENT RIDER**

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For a New Establishment or an Existing Establishment with Expanding Load

CUSTOMER NAME

ADDRESS

TYPE OF BUSINESS

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1. To create _____ full - time jobs or new capital investment of \$ _____ and a net increase of full - time jobs.
2. That the quantity of new or expanded load shall be _____ KW of demand with a _____ % load factor.
3. ~~The nature of this new or expanded load is~~ Type of business and expected hours of operation are

4. To initiate service under this rider on _____, _____, and terminate service under this rider on _____, _____. This shall constitute a period of 5 years.
5. In case of early termination by the Customer, or an early discontinuation by the Company for a violation of the terms and conditions of this rider, the Customer shall be required to repay Duke Energy Florida, Inc. the cumulative discounts received to date under this rider plus interest.
6. If a change in ownership occurs after the Customer contracts for service under this rider, the successor Customer may be allowed to fulfill the balance of the contract under rider ED-1 and continue the schedule of rate reductions.
7. All terms of Rate Schedule ED-1, Economic Development Rider, apply to this agreement and are incorporated by reference herein.

By signing below, I hereby attest that the availability of this rider is a significant factor in this Customer's location / expansion decision.

Signed: _____
Customer

Accepted by: _____
Duke Energy Florida, Inc.

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



**DUKE ENERGY FLORIDA, INC.
ECONOMIC RE-DEVELOPMENT RIDER
Service Agreement**

For new load established at existing Company premise location that has been vacant for at least 90 days

CUSTOMER NAME

ADDRESS

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3. ~~The nature of this new or expanded load is~~ Type of business and expected hours of operation are _____.
4. The Company premise location for the new or expanded load has been vacant for at least 90 days.
5. The Customer load will be served with existing facilities or the Customer may be subject to contribution in aid to construction, construction advances or equipment rental charges as may be applicable in accordance with the Company's Rules and Regulations.
6. To initiate service under this rider on _____, _____, and terminate service under this rider on _____, _____. This shall constitute a period of 5 years.
7. In case of early termination by the Customer, or an early discontinuation by the Company for a violation of the terms and conditions of this rider, the Customer shall be required to repay Duke Energy Florida, Inc the cumulative discounts received to date under this rider plus interest.
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By signing below, I hereby attest that the availability of this rider is a significant factor in this Customer's location / expansion decision and Customer has no affiliation with the previous occupant of the premise.

Signed: _____
Customer

Accepted by: _____
Duke Energy Florida, Inc.

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____