



DIANNE TRIPLETT  
ASSOCIATE GENERAL COUNSEL

April 28, 2017

**VIA ELECTRONIC FILING**

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

Re: DEF's Petition to Approve Revisions to Tariff Sheet Nos. 4.070 and 4.080 pertaining to deposit requirements and billing

Dear Ms. Stauffer:

On behalf of Duke Energy Florida, LLC ("DEF"), attached for filing is DEF's Petition to Approve Revisions to Tariff Sheet Nos. 4.070 and 4.080 pertaining to customer deposit requirements and billing.

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/at

Attachment

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Petition to approve revisions to  
Tariff Sheet Nos. 4.070, and 4.080,  
Deposit Requirements and Customer  
Billing

Docket No. \_\_\_\_\_

Filed: April 28, 2017

**PETITION TO APPROVE REVISIONS TO  
TARIFF SHEET NOS. 4.070, AND 4.080**

Duke Energy Florida, LLC (“DEF”) hereby petitions this Commission for approval of modifications to DEF’s Tariff Sheet Nos. 4.070, and 4.080 pertaining to deposit requirements and billing. 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](mailto:Dianne.triplett@duke-energy.com)  
Duke Energy Florida, LLC  
299 1<sup>st</sup> Avenue North  
St. Petersburg, Florida 33701  
(727) 820-4962  
(727) 820-5041 (fax)

Matthew Bernier  
[Matthew.bernier@duke-energy.com](mailto:Matthew.bernier@duke-energy.com)  
Duke Energy Florida, LLC  
106 E. College Avenue, Ste. 800  
Tallahassee, FL 32301  
(850) 521-1428  
(850) 521-1437 (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 1<sup>st</sup> 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, encompassing 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, Section No. VI, Fifth Revised Sheet No. 4.070, and Fifth Revised Sheet No. 4.080 of DEF's General Rules and Regulations Governing Electric Service.

6. In this Petition, DEF requests approval of proposed changes to its deposit requirements and billing policies. These changes are necessary to ensure that DEF's tariffs are consistent with recent legislative and rule changes. Specifically, DEF requests revisions to the calculation of guarantee deposits (Sheet No. 4.070) to be consistent with Section 366.05, Florida Statutes, and Rule 25-6.097, Florida Administrative Code, along with other minor modifications to clarify deposit language. DEF has also added language to clarify the tiered rate when extended billing periods occur (Sheet No. 4.080), also to be consistent with Section 366.05, Florida Statutes.

7. All the requested changes listed above are set forth in Exhibits A and B attached hereto.

WHEREFORE, DEF respectfully requests the Commission approve this Petition and the modifications to Section No. IV, Fifth Revised Sheet No. 4.070, and Fifth Revised Sheet No. 4.080, as set forth in Exhibits A and B attached hereto.

Respectfully submitted,

*/s/ Dianne M. Triplett*

---

Dianne M. Triplett  
Associate General Counsel  
Duke Energy Florida, LLC  
299 First Avenue North  
St. Petersburg, FL 33701  
Telephone: (727) 820-4692  
Email: [Dianne.triplett@duke-energy.com](mailto:Dianne.triplett@duke-energy.com)

MATTHEW R. BERNIER  
Senior Counsel  
DUKE ENERGY FLORIDA, LLC  
106 East College Avenue, Suite 800  
Tallahassee, Florida 32301  
Telephone: (850) 521-1428  
Facsimile: (727) 820-5041  
Email: [matthew.bernier@duke-energy.com](mailto:matthew.bernier@duke-energy.com)

**EXHIBIT A**

**Legislative Format Tariffs  
(1 copy)**

Fifth Revised Sheet No. 4.070

Fifth Revised Sheet No. 4.080



PART VII  
GUARANTEE DEPOSITS

**7.01 Deposit Requirement:**

In order to guarantee payment for service rendered, the Customer shall provide the Company with a cash deposit or other acceptable guarantee such as a surety bond, letter of credit, or guarantee letter. For residential customers, the guarantor must be a customer of the Company with a satisfactory payment record. For non-residential customers, the guarantor needs not be a customer of the Company, but must be a bank, or insurance company, or other institution with proven financial capability to furnish such a guarantee. ~~The total amount of the required deposit shall be equal to twice the Customer's average monthly bill (rounded to the nearest \$5.00), but no less than \$25.00. Deposits for existing accounts and new service requests will be calculated in the manner set forth in section 366.05(1)(c)1. & 2., Florida Statutes (2015) (as may be amended from time to time), respectively. Deposits will be recalculated at least on an annual basis.~~ A deposit requirement may be waived for customers who have previously established a satisfactory payment record with the Company or meet the Company's requirements for the establishment of credit.

**7.02 Refund of Deposit:**

After a customer has had continuous service for a period of twenty-three (23) months and established a satisfactory payment record, the Company will refund a residential customer's deposit and at its option either refund or commence applying a higher rate of interest on a non-residential customer's deposit as provided for in Section 25-6.097(45) of the Florida Public Service Commission Rules. A customer is considered to have established a satisfactory payment record, if over the preceding twelve (12) months of service, the customer has not had a disconnection of service for non-payment of bill, made payment with a dishonored check, ~~or~~ had more than one (1) late payment notice, ~~or~~ tampered with the electric meter, or used service in a fraudulent or unauthorized manner. Any deposit, plus accrued interest, being held by the Company upon termination of service will be credited to the ~~e~~Customer's final bill and any remaining balance refunded.

**7.03 New or Additional Deposit:**

The Company may require upon written notice ~~to the Customer~~ of not less than thirty (30) days a ~~new deposit, where previously waived or returned, or additional deposit~~ deposit on an existing account in order to secure payment of ~~current~~ bills.

**7.04 Interest on Deposit:**

Interest will accrue on deposit amounts in existence for a continuous period of six (6) months or longer at the minimum rate provided for in Section 25-6.097(45) of the Florida Public Service Commission Rules. Accrued interest will be paid either as a credit on the Customer's June bill or as a payment upon refund of deposit, or upon final settlement of ~~e~~Customer's account.

**PART VIII****BILLING****8.01 Billing Period:**

A bill for service will be rendered on a regular monthly cycle as scheduled by the Company. A normal billing month is an interval between scheduled meter reading dates and is approximately thirty (30) days.

**8.02 Prorated Monthly Bills:**

A normal monthly bill will be prorated (based on actual number of days vs. thirty (30)) if the meter reading date is advanced or postponed more than five (5) days from the scheduled read date.

All other types of bills (including initial, final, or reroute) will be prorated if they cover more or less than a regular monthly billing period (including the five-(5) day reading range). If the billing period is extended more than five (5) days, the Company will not apply the higher tiered rate if the Customer's higher usage is solely attributable to the extended billing period.

**8.03 Measurement and Evidence of Consumption:**

Power and energy shall be measured for each point of delivery by one meter for each type of service rendered; and the Company's readings and records thereof shall be accepted and received, at all times and places as prima facie evidence of the quantity of electricity used by the Customer at the point of delivery.

- (1) **Conjunctive Billing:** The Company does not permit conjunctive billing. Each point of delivery to the same customer constitutes a separate service, and bills for two (2) or more points of delivery to the same customer shall be calculated separately for each point of delivery; however, where more than one (1) meter is used to measure the same type of service, although only one point of delivery is involved, each such meter shall be calculated and billed separately, as though it were a separate service, until such time as the Customer rearranges his facilities to take all of the same type of service through a single meter.
- (2) **Unread Meters:** When the Company is unable to read a meter due to circumstances beyond the control of the Company, such as inaccessibility of meters because of flood or stormy conditions, the Company may render a minimum or estimated bill.

**8.04 Delinquent Bills:**

Bills are due when rendered and become delinquent if not paid within twenty (20) days after the date of mailing or delivery. A late payment charge will be applied to accounts that have past due balances, in accordance with the Company's Rate Schedule SC-1. Non-receipt of bills by customer shall not release or diminish the obligation of the Customer with respect to payment thereof on time.

**8.05 Vacating or Change of Occupancy:**

When a customer vacates a premise served by the Company, or when a change of occupancy therein takes place, the outgoing customer shall notify the nearest office of the Company not less than three (3) days prior to the date of vacating or change, as the case may be; and the outgoing customer shall be held responsible for all electric service used on such premises until such notice is received and service is disconnected, or until application for service at said location has been made by a new customer and accepted by the Company, whichever first occurs.

**8.06 Service Charges:**

Service Charges shall be made for each establishment or re-establishment of service, and for each returned check, in accordance with the Company's Rate Schedule SC-1.

**8.07 Adjustment of Bills:**

Adjustment of bills shall be made in accordance with regulations of the Florida Public Service Commission.

(Continued on Next Page)

**EXHIBIT B**

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

Fifth Revised Sheet No. 4.070

Fifth Revised Sheet No. 4.080



**PART VII**  
**GUARANTEE DEPOSITS**

**7.01 Deposit Requirement:**

In order to guarantee payment for service rendered, the Customer shall provide the Company with a cash deposit or other acceptable guarantee such as a surety bond, letter of credit, or guarantee letter. For residential customers, the guarantor must be a customer of the Company with a satisfactory payment record. For non-residential customers, the guarantor needs not be a customer of the Company, but must be a bank, or insurance company, or other institution with proven financial capability to furnish such a guarantee. Deposits for existing accounts and new service requests will be calculated in the manner set forth in section 366.05(1)(c)1. & 2., Florida Statutes (2015) (as may be amended from time to time), respectively. Deposits will be recalculated at least on an annual basis. A deposit requirement may be waived for customers who have previously established a satisfactory payment record with the Company or meet the Company's requirements for the establishment of credit.

**7.02 Refund of Deposit:**

After a customer has had continuous service for a period of twenty-three (23) months and established a satisfactory payment record, the Company will refund a residential customer's deposit and at its option either refund or commence applying a higher rate of interest on a non-residential customer's deposit as provided for in Section 25-6.097(5) of the Florida Public Service Commission Rules. A customer is considered to have established a satisfactory payment record, if over the preceding twelve (12) months of service, the customer has not had a disconnection of service for non-payment of bill, made payment with a dishonored check, had more than one (1) late payment notice, tampered with the electric meter, or used service in a fraudulent or unauthorized manner. Any deposit, plus accrued interest, being held by the Company upon termination of service will be credited to the Customer's final bill and any remaining balance refunded.

**7.03 New or Additional Deposit:**

The Company may require upon written notice to the Customer of not less than thirty (30) days a deposit on an existing account in order to secure payment of bills.

**7.04 Interest on Deposit:**

Interest will accrue on deposit amounts in existence for a continuous period of six (6) months or longer at the minimum rate provided for in Section 25-6.097(5) of the Florida Public Service Commission Rules. Accrued interest will be paid either as a credit on the Customer's June bill or as a payment upon refund of deposit, or upon final settlement of Customer's account.



**PART VIII**

**BILLING**

**8.01 Billing Period:**

A bill for service will be rendered on a regular monthly cycle as scheduled by the Company. A normal billing month is an interval between scheduled meter reading dates and is approximately thirty (30) days.

**8.02 Prorated Monthly Bills:**

A normal monthly bill will be prorated (based on actual number of days vs. thirty (30)) if the meter reading date is advanced or postponed more than five (5) days from the scheduled read date.

All other types of bills (including initial, final, or reroute) will be prorated if they cover more or less than a regular monthly billing period (including the five-(5) day reading range). If the billing period is extended more than five (5) days, the Company will not apply the higher tiered rate if the Customer's higher usage is solely attributable to the extended billing period.

**8.03 Measurement and Evidence of Consumption:**

Power and energy shall be measured for each point of delivery by one meter for each type of service rendered; and the Company's readings and records thereof shall be accepted and received, at all times and places as prima facie evidence of the quantity of electricity used by the Customer at the point of delivery.

- (1) **Conjunctive Billing:** The Company does not permit conjunctive billing. Each point of delivery to the same customer constitutes a separate service, and bills for two (2) or more points of delivery to the same customer shall be calculated separately for each point of delivery; however, where more than one (1) meter is used to measure the same type of service, although only one point of delivery is involved, each such meter shall be calculated and billed separately, as though it were a separate service, until such time as the Customer rearranges his facilities to take all of the same type of service through a single meter.
- (2) **Unread Meters:** When the Company is unable to read a meter due to circumstances beyond the control of the Company, such as inaccessibility of meters because of flood or stormy conditions, the Company may render a minimum or estimated bill.

**8.04 Delinquent Bills:**

Bills are due when rendered and become delinquent if not paid within twenty (20) days after the date of mailing or delivery. A late payment charge will be applied to accounts that have past due balances, in accordance with the Company's Rate Schedule SC-1. Non-receipt of bills by customer shall not release or diminish the obligation of the Customer with respect to payment thereof on time.

**8.05 Vacating or Change of Occupancy:**

When a customer vacates a premise served by the Company, or when a change of occupancy therein takes place, the outgoing customer shall notify the nearest office of the Company not less than three (3) days prior to the date of vacating or change, as the case may be; and the outgoing customer shall be held responsible for all electric service used on such premises until such notice is received and service is disconnected, or until application for service at said location has been made by a new customer and accepted by the Company, whichever first occurs.

**8.06 Service Charges:**

Service Charges shall be made for each establishment or re-establishment of service, and for each returned check, in accordance with the Company's Rate Schedule SC-1.

**8.07 Adjustment of Bills:**

Adjustment of bills shall be made in accordance with regulations of the Florida Public Service Commission.

(Continued on Next Page)