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Public Service Commission

March 13, 2025

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STAFF'S SECOND DATA REQUEST
via email

Stephanie A. Cuello, Esquire
Representing Duke Energy Florida, LLC
106 East College Avenue, Suite 800
Tallahassee, Florida 32301
Stephanie.cuello@duke-energy.com

RE: Docket No. 20250030-EU – Joint Petition for Approval of Territorial Agreement in Dixie, Gilchrist, Levy, Marion, and Alachua Counties by Central Florida Electric Cooperative and Duke Energy Florida, LLC.

Dear Counsels:

By this letter, the Commission staff respectfully requests Central Florida Electric Cooperative (CFEC) and Duke Energy Florida, LLC (DEF), or joint petitioners, if applicable, provide responses to Staff's Second Data Request regarding the above-referenced joint petition.

1. Staff's First Data Request, Question 1.a., states in part, "Please provide the analysis that demonstrates the proposed territorial agreement will result in the avoidance of uneconomic duplication of facilities and wasteful expenditures."
 - a. Provide the quantitative analysis the joint petitioners used to determine that the proposed territorial agreement will avoid the uneconomic duplication of facilities and wasteful expenditures. If there is no quantitative analysis available, what facts and

- circumstances provide specific support for the joint petitions' claim the "the Agreement will avoid duplication of services and wasteful expenditures . . ."
- b. Please provide an example of where the approval of the proposed territorial agreement will have the greatest impact regarding the avoidance of uneconomic duplication of facilities or wasteful expenditures.
2. The joint petitioners response to Staff's First Data Request, Question 1.b., states, in part, that there are "several areas where the Parties have facilities in coincident locations creating areas of dangerous crossings and overlapping wires." The response included 3 photographs identified a Attachment 1. Please provide an estimate for how many such areas currently exist (fewer than 10, between 10 and 20, or more than 20).
3. The joint response to Staff's First Data Request, Question 2.c., states, in part, "The September 2023 reference was a typographical error."
- a. Exhibit E to the joint petition is titled in a manner to suggest that the letters therein are "sample letters." Please clarify if the typographical error was only on the sample letter, or whether it was also included in the actual letters that customers received. If applicable, discuss what follow-up actions each utility took regarding the typographical error.
- b. Provide examples of actual customer letters for each utility (one residential and one commercial class customer letter per utility), with identifying information redacted.

- c. Explain any deviation that may exist between the bill amounts appearing in the joint petitioners' response to Staff's First Data Request, Question 2.d.1, and the bill amounts appearing the letters provided in response to Staff's Second Data request, Question 2.b.
- 4. The joint response to Staff's First Data Request, Question 2.e., states, in part, "The Parties have discussed options such as delaying the customer transfers from CFEC to DEF until rate increases imposed on DEF customers that will go into effect on March 1, 2025, due to 2024 hurricane costs is no longer on the DEF bill."
 - a. What are the currently known future residential bill changes (1,000 kwh) for each utility and the related effective dates, if any?
 - b. Section 3.1 of the proposed territorial agreement sets forth an agreement to complete transfers in a 36 month timeframe. With the understanding that engineering studies are still pending, please provide the joint petitioners' best estimate (Year 1, Year 2, or Year 3) of when the majority of customers (by county) will be transferred.
- 5. The joint responses to Staff's First Data Request, Questions 6.b., and 7.b., states, in part, that the utility "does not have the historical record to explain the exact reason for the inadvertent service"
 - a. For the CFEC customer addresses listed in Staff's First Data Request, Questions 6.b., please provide an estimate of when retail service was established for the majority of

- these addresses, by decade (earlier than 1990, 1990 through 1999, 2000 through 2009, 2010 through 2020, or later than 2020).
- b. For the DEF customer addresses listed in Staff's First Data Request, Questions 7.b., please provide an estimate of when retail service was established for the majority of these addresses, by decade (earlier than 1990, 1990 through 1999, 2000 through 2009, 2010 through 2020, or later than 2020).
 - c. When did the utilities become aware of the extent (the number of) inadvertent service connections?
 - d. What are likely contributing factors (e.g., adequacy of mapping resources, human error, utility processes or practices, etc.) to the inadvertent service connections?
 - e. How are the contributing factors to inadvertent service connections being addressed, and what plans do the utilities have for addressing them on a going-forward basis?
 - f. Please clarify whether the utilities share mapping-related data and information with each other. Describe how the joint petitioners engage with one another in the instance of a service request for customer locations near or overlapping a map boundary.
6. Staff's First Data Request, Question 9.a., sought further information from CFEC about information in Paragraph 7 of the joint petition. The question states, in part, "For each such method, please describe the actions the utility took, if any, in responding to those comments." What actions, if any, did CFEC use to respond to customer comments?

7. The joint response to Staff's First Data Request, Question 10.a., states, in part, "The Parties have been working collaboratively since 2020 to negotiate a comprehensive new territorial agreement encompassing Dixie, Gilchrist, Levy and Marion counties."
- a. Section 0.4 of the proposed territorial agreement states that a prior agreement for Dixie and Gilchrist County expired in 2007. Explain what steps, if any, the joint petitioners took after the expiration of the above-referenced agreement and prior to 2020 to prepare a new territorial agreement, and why a new territorial agreement was not ultimately filed with the Commission.
- b. Section 0.4 of the proposed territorial agreement states that a prior agreement for Levy and Marion County expired in 2014. Explain what steps, if any, the joint petitioners took after the expiration of the above-referenced agreement and prior to 2020 to prepare a new territorial agreement, and why a new territorial agreement was not ultimately filed with the Commission.

Please file all responses electronically no later than Monday, March 24, 2025 through the Commission's website at www.floridapsc.com, by selecting the Clerk's Office tab and Electronic Filing Web Form. *In addition, please email the filed response to discovery-gcl@psc.state.fl.us.*

Please contact me at mbarrett@psc.state.fl.us or at (850) 413-6544 if you have any questions.

Sincerely,

/s/ Michael Barrett
Michael Barrett
Economist Supervisor

cc: Office of the Commission Clerk (for docket file)
discovery-gcl@psc.state.fl.us