BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Florida Power & Light Company's Petition for a Base Rate Increase	))	Docket No. 20250011-EI

EVGO SERVICES, LLC'S POST-HEARING BRIEF

Pursuant to the March 14, 2025, *Order Establishing Procedure*, the August 22, 2025, *First Order Revising Order Establishing Procedure*, and Chairman Mike La Rosa's oral instruction granting an extension to the due date of Post-Hearing Briefs at the October 16, 2025 hearing,[1] EVgo Services, LLC (EVgo) hereby submits its Post-Hearing Brief regarding the August 20, 2025, *2025 Stipulation and Settlement Agreement* (Proposed Settlement Agreement) in the above styled docket.

I. INTRODUCTION AND SUMMARY

EVgo is one of the nation's leading public fast charging providers and is an active participant in the competitive market for direct current fast charging (DCFC) in Florida. EVgo currently owns and operates more than 100 fast-charging stalls with plans for expansion and is an electric commercial retail customer of Florida Power & Light (FPL). EVgo also participates in FPL's existing Electric Vehicle (EV) Charging Infrastructure Rider pilot. In FPL's February 28, 2025, Petition that initiated this case, FPL included several proposals related to EV charging programs.

EVgo participated in this proceeding to provide the Commission, FPL, and stakeholders with the unique perspective of an established owner-operator of EV charging infrastructure with experience in more than 40 states, including Florida. EVgo wanted to ensure FPL's EV charging programs achieve their desired policy objectives and benefit FPL's ratepayers. The success of

[1] Tr. Vol. 23, p. 5288.

FPL's EV charging proposals will impact the rates paid by the Company's ratepayers (which include EVgo) in the future. In general, increased electrification leads to higher electricity consumption, which distributes system costs across a larger energy use base, thereby exerting downward pressure on rates for all customers.

After participating in discovery and negotiation with FPL about various EV charging-related topics in the as-filed case, EVgo negotiated and then joined a non-unanimous Proposed Settlement Agreement filed with the Commission on August 20, 2025.[2] The Commission subsequently held hearings at which testimony was taken regarding both the as-filed case and the Proposed Settlement Agreement.

II. STANDARD OF REVIEW

The Florida Supreme Court recently clarified the standard the Commission applies when determining whether to approve a non-unanimous settlement among the parties of a general rate case. Specifically, the Commission decides whether the settlement agreement, in light of its findings of fact, is in the public interest and results in rates that are fair, just, and reasonable. *Floridians Against Increased Rates, Inc. v. Clark*, 371 So. 3d 905 (Fla. 2023). The Court has reaffirmed that "the Commission need not 'resolve every issue independently' in its final order when it is reviewing a settlement agreement." *Fla. Rising, Inc. v. Fla. Pub. Serv. Comm'n*, 415 So. 3d 135 (Fla. 2025) (citations omitted). The Court also previously "specifically approved the Commission's practice of reviewing settlements as a whole for the public interest and rejected the notion that the Commission must address each individual issue in the underlying rate case." *Sierra Club v. Brown*, 243 So. 3d 903, 911 (Fla. 2018).

[2] *Joint Motion for Approval of Settlement Agreement* (Aug. 20, 2025) at 1.

III. THE 2025 SETTLEMENT IS IN THE PUBLIC INTEREST

A. Overview of the 2025 Proposed Settlement Agreement

Before joining as a signatory, EVgo analyzed the Proposed Settlement Agreement as a whole. Based on that review, EVgo believes the Commission should find the Proposed Settlement Agreement meets the aforementioned standard. The Proposed Settlement Agreement would govern FPL's rates and activities for at least four years from January 1, 2026 until at least December 31, 2029.[3] While the Proposed Settlement Agreement would approve two base rate increases for 2026 and 2027, those increases are reduced from FPL's as-filed case, and would provide for only Solar and Battery Base Rate Adjustments in the years 2028 and 2029.[4] The Proposed Settlement Agreement is supported by a broad range of parties representing diverse interests.[5] The Proposed Settlement Agreement reflects compromises relative to the positions taken by these settling parties (including EVgo) in testimony and pre-hearing statements.[6]

The Proposed Settlement Agreement also contains a number of other provisions addressing issues that arose in the as-filed case, including some EV charging-related terms.[7] While EVgo believes the Proposed Settlement Agreement accomplishes several important objectives, EVgo focuses on the EV charging-related terms in this Post-Hearing Brief because EVgo brings unique expertise and perspective to utility EV charging policy and programs, and because EVgo's expertise in this area is what led EVgo to participate in this case.

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[3] *Id.* at 2.
[4] *Id.* at 2-3.
[5] *See id.* at 11-13; Tr. vol. 20, p. 4650 (Bores Settlement Testimony).
[6] *See* Prehearing Order (Aug. 7, 2025).
[7] *See id.* at 4-9.

B. Major Elements of the 2025 Proposed Settlement Agreement

8. EV Programs in the Proposed Settlement Agreement

The Proposed Settlement Agreement's EV Programs terms reflect a compromise of the settling parties' various EV charging-related positions. This compromise on EV Program terms was part of the larger compromise settling parties agreed to, reflected by the entire agreement meant to settle all issues in the case.[8] In this section, EVgo explains why the EV charging-related provisions of the Proposed Settlement Agreement support the determination that the entire agreement is in the public interest.

Florida Statutes section 366.94 permits the Commission to approve "voluntary electric vehicle charging programs" including "residential, fleet, and public electric vehicle charging" upon a determination that "the utility's general body of ratepayers, as a whole, will not pay to support recovery of [these] electric vehicle charging investment by the end of the useful life of the assets dedicated to the electric vehicle charging service."[9] The Proposed Settlement Agreement, FPL's supporting documents for the Proposed Settlement Agreement, and the EV charging-related evidence from the as-filed case demonstrate how FPL's proposed EV charging-related programs meet this standard.

The Proposed Settlement Agreement contains the following compromise EV program provisions:[10]

- FPL's existing demand limiter programs (GSD-1EV and GSLD-1EV Riders) shall become permanent, and shall remain as proposed in the as-filed case;

[8] CEL 1277 (Proposed Settlement Agreement at 1).
[9] Florida Stat. 366.94(5) (2025).
[10] CEL 1277 (Proposed Settlement Agreement at 10-12).

- FPL extends its demand limiter program to cover stations with demand greater than 2,000 kW (GSLD-2EV);
- The Utility-owned Public Charging (UEV) rate charged at FPL-owned EV charging stations will rise to $0.45/kWh (increasing to $0.47/kWh on January 1, 2027, $0.48/kWh on January 1, 2028, and $0.49/kWh on January 1, 2029);
- FPL's Commercial EV pilot program (CEVCS-1) shall remain as a pilot, and shall not expand beyond fleet vehicle charging services (as was sought in FPL's as-filed case);[11]
- FPL will not initiate further new investment in, or construction of, new FPL-owned public fast-charging infrastructure during the term of the Proposed Settlement Agreement;[12] and
- FPL will create a make-ready program and will commit to spending $20 million to support DCFC *and* Level-2 charging.

Table 1 shows that the EV charging-related terms in the Proposed Settlement Agreement reflect some, but not all, of the positions EVgo took on FPL's as-filed case:

Table 1: Comparison of EV Charging-Related Terms

Proposed Settlement Agreement	EVgo's Position on FPL's As-Filed Case	Comparison
GSD-1EV and GSLD-1EV remain as proposed in as-filed case	GSD-1EV and GSLD-1EV modified to better target the benefit to early-stage deployment locations	EVgo's position not adopted
GSLD-2EV created	None	EVgo accepted new proposal as part of the Proposed Settlement Agreement
2026 UEV rate increased to $.45/kWh	2026 UEV rate increase to $.50/kWh	EVgo's position not adopted; 10% lower price for 2026
CEVCS-1 remains a pilot and does not expand	CEVCS-1 remains a pilot and does not expand	EVgo's position adopted

[11] *See* Tr. vol. 6, p. 1244 (Oliver Pre-filed Direct Testimony at 40).
[12] CEL 1277 (Proposed Settlement Agreement at 10-11). Note that in FPL's Rebuttal Testimony it had already indicated that it would not plan to install more than the already-approved 585 ports. (*Compare* CEL 296 (Exh. TO-08) *with* Tr. vol 20, p. 4647 (Oliver Settlement Testimony at 6).

FPL will not install any FPL-owned public fast-charging infrastructure above the already-planned 585 ports	None	EVgo accepted new proposal as part of the Proposed Settlement Agreement
FPL adopts make-ready program	FPL adopts make-ready program	EVgo's position adopted, however, FPL's program parameters differ from EVgo's recommendations on FPL's as-filed case

As **Table 1** makes clear, in reaching an agreement, EVgo compromised by dropping its proposal to target the benefits of the GSD-1EV and GSLD-1EV demand limiters to earlier-stage locations, and accepted the continuation of the existing demand limiter design.[13] EVgo had neither supported nor opposed the new GSLD-2EV rate that was included in the Proposed Settlement Agreement. EVgo also compromised by accepting a 10% lower rate for what FPL will charge at FPL-owned EV fast-charging stations.[14] On the other hand, EVgo's proposal to keep CEVCS as a pilot was included in the Proposed Settlement Agreement.[15] Additionally, EVgo had neither supported nor opposed FPL's affirmative commitment to limit its utility-owned public fast-charging infrastructure to the 585 ports that had already been planned for completion in 2025.[16] FPL's testimony in support of these programs demonstrates how these investments will not require payment from the general body of ratepayers by the end of the useful life of the infrastructure at issue.[17]

Finally, EVgo's proposal for FPL to adopt a make-ready program was adopted. As EVgo's testimony makes clear, make-ready programs like the one included in the Proposed Settlement

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[13] *See* Tr. vol 18, pp. 4064-4068 (Beach Pre-filed Testimony at 7-11).
[14] *Id.* at 4068-4071 (Beach Pre-filed Testimony at 11-14).
[15] *Id.* at 4100 (Beaton Pre-filed Testimony at 24).
[16] *Compare* CEL 1277 (Proposed Settlement Agreement at 10-11) *with* Tr. vol. 6, p. 1240 (Oliver Pre-filed Direct Testimony at 36), Tr. vol. 18, p. 4047 (Shah Pre-filed Testimony at 7), *and* CEL 296 (Exh. TO-08).
[17] Tr. vol. 20, pp. 4645-4649 (Oliver Settlement Testimony at 4-8); CEL 1286 (Exh. TO-9); Tr. vol. 6, pp. 1239, 1244 (Oliver Pre-filed Direct Testimony at 35, 40). *Accord* Florida Stat. 366.94(5) (2025).

Agreement are one of the most cost efficient ways to advance transportation electrification while maximizing the benefits for utility ratepayers, particularly when paired with well-designed EV rates.[18] Through make-ready programs, utilities invest in infrastructure (like sub-panels, main-panels, conductors, wiring, transformers, and other equipment) required to install EV charging infrastructure.[19] This reduces the upfront cost of the construction of EV charging infrastructure, but still leaves EV charging providers responsible for significant costs, including investments in chargers, charger ownership, operation and maintenance, marketing, customer service, and network operation.[20] More than 20 states have implemented make-ready programs, including Florida with Duke Energy's make-ready program approved in 2024.[21]

FPL's proposed MRC schedule (MRC-1)[22] describes FPL's proposed make-ready program in detail. The program would be available to both DCFC and Level 2 installations.[23] For those who qualify, it provides credits on a first come first served basis.[24] The value of those credits is based on the *lesser* of either "actual demonstrated make-ready expenses" or: a) $1,200 per port for level 2 charging, b) $20,000 per port site for EV chargers with nameplate capacity of 50-149kW (site cap of $120,000), c) $30,000 per port site for EV chargers with nameplate capacity of 150-249kW (site cap of $180,000), or d) $50,000 per port site for EV chargers with nameplate 250+kW (site cap of $300,000).[25]

As FPL Witness Oliver testified, this make-ready program is an investment; benefits will accrue to FPL ratepayers over the course of that investment.[26] It is a sound investment. The

[18] Tr. vol. 18, p. 4087 (Beaton Pre-filed Testimony at 11).
[19] *Id.*
[20] *Id.*
[21] *Id.* at 4088 (Beaton Pre-filed Testimony at 12).
[22] CEL Ex. 1279 (Proposed Settlement Agreement, Exhibit B, Sheet No. 8.994-8.995).
[23] *Id.* (Proposed Settlement Agreement, Exhibit B, Sheet No. 8.994).
[24] Tr. vol. 20, p. 4649 (Oliver Pre-filed Settlement Testimony at 8).
[25] CEL Ex. 1279 (Proposed Settlement Agreement, Exhibit B, Sheet No. 8.995).
[26] Tr. vol. 21, p. 4864.

program would begin in 2026 and would be expected to bring in annual revenue exceeding its annual revenue requirements by the very next year—2027.[27] By the end of the useful life of these charging assets, the investments will pay for themselves almost ten times over.[28] This modeling relies on a conservative assumption that utilization of these stations will not exceed 20% (meaning on average the stations will only be used for 20% of the day).[29]

C. Legal Issues

1. Standing to Intervene

The Commission should conclude that EVgo has standing to participate in this proceeding. Parties have a "substantial interest in the outcome of a [Commission] proceeding"—and therefore have standing to intervene—if they (1) suffer an "injury in fact that is of sufficient immediacy to entitle [them] to a Section 120.57, F.S., hearing," and (2) "the substantial injury is of a type or nature that the proceeding is designed to protect."[30]

EVgo's Petition to Intervene and EVgo Witness Alex Beaton's Testimony provided the Commission with its evidence and arguments demonstrating EVgo's standing to intervene in this proceeding.[31] As EVgo's Petition stated, "EVgo is a retail commercial electric customer of FPL. EVgo owns and operates DCFC stations in FPL's service territory; those charging stations interconnect to FPL's distribution system; and those charging stations take electric service under FPL's commercial retail tariffs, including rates GSD-1 and GSLD-1."[32] And, "EVgo may therefore be directly affected by the rates, charges and rate designs the Commission establishes at the

[27] CEL 1287 (Exh. TO-10) (containing the "Impact to General Body" in 2027)).
[28] *See id.* (Exh.TO-10) (compare Total "Base Revenue" to "Revenue Requirements")).
[29] *See id.* (Exh. TO-10); Tr. vol. 21, pp. 4865-4866 ("We assume you start with five percent utilization in year one, growing by two percent, and for conservative purposes, we capped that at 20 percent utilization.")
[30] *Agrico Chemical Company v. Department of Environmental Regulation*, 406 So. 2d 478, 482 (Fla. 2d DCA 1981).
[31] EVgo Petition to Intervene at 3-6.
[32] *Id.* at 5.

conclusion of this proceeding. Those impacts will be real and accrue immediately following the implementation of rates approved in this proceeding."[33]

EVgo witness Alex Beaton's testimony provided additional detail and descriptions of EVgo's interest in the proceeding. EVgo currently owns and operates more than 100 fast-charging stalls with plans for expansion.[34] EVgo participates in FPL's existing Electric Vehicle Charging Infrastructure Rider pilot, and may continue to participate or seek to participate in that program (to the extent it remains available) and other FPL electric vehicle charging related rates and programs.[35] In this proceeding, FPL proposed to make several of its EV charging programs permanent.[36] The success of FPL's EV charging proposals will impact the rates paid by the Company's ratepayers (which include EVgo) in the future.[37]

Therefore, EVgo has demonstrated that it meets both prongs of the two-part *Agrico Chemical Company* test and has standing to intervene.

EVgo takes no position on the standing of any other party to intervene.

IV. CONCLUSION

For the reasons stated above, the Commission should determine EVgo has standing to participate in this case and approve the Proposed Settlement Agreement.

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[33] *Id.*
[34] Tr. vol. 18, p. 4079 (Beaton Pre-filed Testimony at 3).
[35] *Id.*
[36] *Id.*
[37] *Id.*

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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing has been furnished by electronic mail this 10th day of November 2025 to the following:

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