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Public Service Commission

January 26, 2026

Stephanie A. Cuello
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106 E. College Ave., Ste. 800
Tallahassee, FL 32301
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STAFF'S FIRST DATA REQUEST

via email

Malcolm N. Means
Post Office Box 391
Tallahassee, FL 32302-0391
mmeans@ausley.com

Re: Docket No. 20260013-EU - Joint Petition for Approval of Territorial Agreement in Hillsborough, Pasco, Pinellas, and Polk Counties by Tampa Electric Company and Duke Energy Florida, LLC

Dear Counsels:

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

1. For the following questions, please refer to the joint petition, paragraph 5, which references Exhibit D, the sample letters mailed to customers that are subject to transfer from DEF to TECO.
 - A. Did the sending utility (DEF) request a return receipt for the letters it sent? Why or why not? Can DEF demonstrate that the intended addresses received their letters? Please discuss.
 - B. The sample letters in Exhibit D include comparative billing information for October 2025, yet the joint petition was filed January 7, 2026. Please provide a comparison to match the month and year of when the territorial agreement filing was made (i.e., provide comparative information for both utilities assuming rates and charges in effect in January, 2026).

- C. If the joint petition is approved, are any follow-up communications planned for the customers that are subject to transfer from DEF to TECO? If applicable, provide a detailed response.
2. Pursuant to Section 3.3. of the Agreement regarding the optional purchase of electric distribution facilities by the receiving Party, please clarify whether either party currently intends to purchase any such facilities from the other party. Discuss in your response how the proposed joint territorial agreement avoids the occurrence of uneconomic duplication of facilities.
3. Section 1.1. of the Agreement states, in part, “if there are any discrepancies between Exhibit A and Exhibit C [maps and written descriptions], then the territorial boundary maps shall prevail.”
 - A. Did the joint petitioners share (or use similar) Geographic Information System (GIS) files and/or applications in order to produce the territorial boundary maps shown in Exhibit A? Please explain your response.
 - B. Please identify the specific Map Pages in Exhibit A where boundary line changes are proposed. For each response, provide a demonstrative version of that Map Page that shows the “before and after” boundary line changes.
 - C. Paragraph 4 of the Petition states that there are boundary line changes in each county. For each boundary line change, what was the specific reason(s) for the change?
4. Please refer to the definition of Extra-Territorial Customers provided in Section 1.8 of the Agreement.
 - A. As of the date the Agreement was signed, how many extra-territorial customers based on the current agreement are in the 4-county service area? By county, please identify the serving utility, the customer addresses and Map Pages of such customers.
 - B. Assuming the boundary line changes requested in the proposed Agreement are approved, how many of the extra-territorial customers identified in the response to sub-part 4.A. would no longer meet the definition of being an ‘extra-territorial’ customer?
 - C. Assuming the boundary line changes requested in the proposed Agreement are approved, which, if any, of the extra-territorial customers identified in the

January 26, 2026

response to sub-part 4.A. remain as 'extra-territorial' customers? Explain the reason for all such remaining extraterritorial customers?

5. The original term of the Expired Agreement ended in 2006, and thereafter, an automatic 15-year renewal was implemented, which expired in 2021. Did the joint petitioners review the Agreement at the end of the original and renewal 15-year periods? If so, why did the joint petitioners decide to request approval of a new Agreement at this time instead of requesting an amendment to the Expired Agreement at the end of each of those 15-year periods?
6. Paragraph 10 of the Petition, specifically in subparts B and C, make definitive statements such as, "The Agreement, in and of itself, will not cause a decrease in the reliability of electric service" and "The Agreement will eliminate existing and potential uneconomic duplication of facilities." For each of the above-referenced statements, please provide further detail as to how the joint petitioners arrived at these conclusions and, if possible, provide examples showing evidence to support these statements.

Please file all responses electronically no later than February 16, 2026, 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 dprewett@psc.state.fl.us or at (850) 413-6078 if you have any questions.

Sincerely,

/s/ Devan Prewett

Devan Prewett

Public Utility Analyst II

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