BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Duke Energy Florida, LLC, for a limited proceeding to approve large load tariff	Docket No. 20260064-EI Dated: June 10, 2026

DUKE ENERGY FLORIDA, LLC'S RESPONSE IN
OPPOSITION TO FLORIDA RISING INC'S MOTION TO COMPEL

Duke Energy Florida, LLC ("DEF"), by and through undersigned counsel and pursuant to Fla. Admin. Code Rule 28-106.204(1), hereby responds in opposition to the Florida Rising, Inc's ("FL Rising") Motion to Compel ("MTC"). DEF's discovery objections are proper, because FL Rising's requests seek information beyond the scope of this proceeding. The Commission should deny the MTC for the reasons set forth below:

BACKGROUND

1. DEF filed its Petition in the above-referenced docket on April 22, 2026. The Petition presents a tariff, specifically a large load customer policy ("LLCP") and a large load customer agreement ("LLCA"), that complies with the newly enacted Chapter 2026-65, Law of Fla., which the Governor signed into law on May 7, 2026 ("Chapter 2026-65").

2. On April 23, 2026, OPC filed a notice of intervention and has also served discovery and set depositions of DEF's two witnesses. On May 5, 2026, Florida Rising filed its Petition to Intervene in the above-referenced docket. Although the Commission has not yet ruled on its petition, Florida Rising has served discovery on DEF. The Commission set a two-day hearing to consider DEF's tariff on August 25, and 26, 2026.

3. Despite FL Rising not being granted intervention, DEF has submitted responses to discovery requests that are relevant to the docket.

4. On June 3, 2026, FL Rising filed an MTC, alleging that despite DEF's objections to certain discovery requests, DEF should be ordered to answer FL Rising Request for Discovery numbers 3 through 6 and 9. After reviewing the MTC, DEF agrees with FL Rising that its Request number 9 is appropriate; it provided the responses on June 8, 2026. However, DEF continues to object to Requests 3 through 6.

DISCOVERY STANDARD

5. Rule 28-106.206, F.A.C., governs discovery in administrative proceedings and incorporates Rule 1.280 of the Florida Rules of Civil Procedure. Pursuant to Rule 1.280(c)(1), Florida Rules of Civil Procedure, parties may obtain discovery only of nonprivileged matter that is relevant to a party's claim or defense and proportional to the needs of the case. Discovery is not without limit. *In re: Complaint of Mad Hatter Utility, Inc., and Paradise Lakes Utility, LLC against Verizon Florida, Inc.,* Docket No. 20090313-PU, Order No. PSC-2010-0021-PCO-PU, 2010 Fla. PUC LEXIS 53 at *2-3 (Fla. P.S.C. Jan. 7, 2010). Even under Florida's liberal discovery rules, discovery should be denied if the information requested is not relevant to a claim or defense in the pending case. *In re: Petition for rate increase by Tampa Electric Company*, Docket No. 20130040-EI, Order No. PSC-2013-0415-PCO-EI, 2013 Fla. PUC LEXIS 259 at *4 (Fla. P.S.C. Sept. 6, 2013) (citing *Poston v. Wiggins*, 112 So.3d 783 (Fla. 1st DCA 2013)).

DISCOVERY REQUESTS AT ISSUE

6. FL Rising's MTC seeks to compel the following documents:

a. "any cost estimates that have been created, in whatever form (including engineering studies), to serve customers and/or perspective (*sic*) customers that would be subject to Duke's proposed Large Load Customer Policy ('LLCP')." (Request 3).

b. "all documents including any possible generation additions to serve customers and/or prospective customers that would be subject to Duke's proposed LLCP (including, but not limited to, any possible generation resource additions that would not be added to Duke's system but for new LLCP customers joining Duke's system)." (Request 4).

c. "any and all cost of service studies that have been conducted regarding any potential customers that would be subject to Duke's LLCP policy, including, but not limited to, hypothetical customers that Duke has used to conduct any cost of service studies." (Request 5).

d. "any and all cost of service studies that have been conducted in the last three years which include customers on the GSD-1 or GSDT-1 rate class." (Request 6).

7. For clarity, although DEF objected on the basis of relevance to each of these requests, it actually provided responsive documents to Request 5, and it referenced documents produced in its last rate case in response to Request 6, subject to those objections and without waiving the same (see DEF's response attached to FL Rising's MTC as Attachment C). There are no additional responsive documents to either of these Requests. While DEF did not specifically produce the documents from its last rate case in response to Request 6, it is under no obligation to do so, since the documents are already in FL Rising's possession. Accordingly, the remainder of this response will focus on Requests 3 and 4, but DEF's arguments as to the relevance of the documents it produced in response to Requests 5 and 6 also apply.

ARGUMENT

8. This is a limited proceeding for approval of tariff language and service requirements under Chapter 2026-65. It is not a cost recovery proceeding or rate case. DEF does not seek approval of any costs, cost allocation methodologies, generation projects, or rate schedules beyond identifying that large load customers will initially take service under the already-approved GSD-1

and GSDT-1 rates. Neither does Chapter 2026-65 require a utility to quantify every potential cost or perform a full cost-of-service study in a tariff approval proceeding. Rather, it requires that the tariff include "minimum tariff and service requirements" that "reasonably ensure" cost responsibility. This statutory standard is prospective and structural—not evidentiary in the sense Florida Rising suggests. The Commission is not being asked to determine the precise cost to serve any hypothetical future customer, but whether the proposed tariff framework appropriately allocates responsibility for those costs to the large load customer class.

9. Specifically, DEF has proposed that the following rate schedule be applicable to large loads: "Until the Company presents in its next proceeding to reset rates, and Commission approves, a new large load rate schedule, *which shall reasonably ensure that Customer bears its own full cost of service*, Customer shall take service under the Company's existing GSD-1 or GSDT-1 rate. Once the new large load rate schedule is approved, the Customer shall be switched to that new rate schedule." (Section 13.08, proposed DEF LLCP, emphasis added). Pursuant to Order Number PSC-2024-0472-AS-EI (which approved DEF's 2024 Settlement Agreement), DEF's rates, including GSD-1 and GSDT-1, are set and cannot change (other than for changes set forth in the settlement agreement) until the end of 2027. Accordingly, the Commission can find that this approach to the rate to be charged to large load customers will "reasonably ensure that each large load customer bears its own full cost of service and that such cost is not shifted to the general body of ratepayers," (Ch. 2026-65, § 3, Laws of Fla.), because the rates for all other customers cannot be changed during the term of the rate case settlement. The Commission can make this finding without the need for the cost estimates and cost of service studies requested by FL Rising. Importantly, DEF's proposal does not rely solely on embedded rates to satisfy the statute. Instead, the LLCP and LLCA impose independent obligations—such as CIAC payments,

minimum bill requirements, and termination payments—that ensure any incremental costs associated with large load customers are borne by those customers. These protections operate regardless of the base rate structure and eliminate the need to evaluate speculative cost estimates at this stage.

10. DEF has responded in discovery that it does not have a current large load customer that would be subject to the new tariff (other than one existing large load customer, taking firm service, that existed on the system before the passage of Chapter 2026-65). (Attachment A, DEF's Response to Staff Interrogatory No. 9). It has also responded that it does not know whether or when any new large load customer may start taking service from DEF and that it has not included any projected load from such customers in its load forecast. (Attachment B, DEF's response to OPC Interrogatory Nos. 27 and 34; DEF's response to FL Rising Interrogatory No. 24). Accordingly, any cost estimates that DEF has prepared to potentially serve a new large load customer are simply estimates at a point in time that would need to be updated before they could represent a basis upon which to create a complete new rate schedule, as FL Rising would suggest is necessary to comply with Chapter 2026-65. This is why DEF has structured its filing in the way that it has, in compliance with Chapter 2026-65. The Commission can review DEF's filing, as made, and has no need to review any cost estimates in deciding whether to approve DEF's approach to "reasonably ensure" that large load customers bear their full cost to serve. Indeed, any cost estimates would be highly speculative and project-specific, dependent on location, timing, interconnection requirements, and system conditions. As a result, such estimates would not provide a meaningful basis for evaluating the tariff framework in this docket and would risk misleading the record.

11. FL Rising argues DEF bears the burden of proving compliance with Chapter 2026-65. DEF agrees that it has the burden; however, compliance in this context means demonstrating that the tariff structure contains the minimum requirements specified in the statute—not quantifying every potential cost. DEF has done so by: (1) requiring large load customers to pay for interconnection costs, (2) establishing contractual terms ensuring cost responsibility for any preliminary costs to prepare to serve, and (3) committing to develop a cost-based rate schedule in the next rate proceeding.

12. DEF also disagrees with FL Rising's allegation that DEF's discovery creates a "sword and shield" problem and constitutes bad faith. This allegation fundamentally misunderstands the distinct purposes of each party's discovery. FL Rising voluntarily intervened in this proceeding and injected cost-shifting allegations beyond the scope of this limited docket. DEF's discovery (PODs 10-13, ROGs 11-14) serves a narrow, legitimate purpose: determining whether Florida Rising has any factual basis for the concerns they chose to raise, or whether their objections are purely speculative. This goes to standing, credibility, and good faith—not the merits of cost allocation. If FL Rising performed no cost analysis whatsoever, the Commission should afford their speculative objections no weight. If they did perform analysis, DEF is entitled to understand and test that analysis. This is proper discovery to test an opponent's basis for intervention.

CONCLUSION

WHEREFORE, DEF respectfully requests that the Commission deny the MTC and sustain DEF's objections to the production of the requested documents.

Respectfully submitted this 10th day of June, 2026.

/s/ Dianne M. Triplett

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Attorneys for Duke Energy Florida, LLC

CERTIFICATE OF SERVICE

Docket No. 20260064-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail this 10th day of June, 2026, to the following:

/s/ Dianne M. Triplett

Dianne M. Triplett

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Attachment A

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Duke Energy Florida, LLC, for a limited proceeding to approve large load tariff	Docket No. 20260064-EI Dated: May 22, 2026

DUKE ENERGY FLORIDA, LLC'S RESPONSE
TO STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1-14)

Duke Energy Florida, LLC, ("DEF") hereby responds to the Staff of the Florida Public Service Commission's ("Staff") First Set of Interrogatories to DEF (Nos. 1-14) as follows:

INTERROGATORIES

1. Referring to proposed Section No. IV, Original Sheet No. 4.132, second paragraph in provision 13.06, Special Terms, please list all terms that Duke would consider "non-material" pursuant to that provision.

Response:
The intent of the LLCP is to help ensure the costs of serving a large load customer are placed on the prospective customer, whether the load comes about or not. Prospective large load customers may have different priorities on certain aspects of the LLCA, than others, and this provision allows the Company to be flexible as it pertains to balancing a customer's priority regarding non-material items, while maintaining the intent of the LLCP. The policy is in no way intended to create a "special rate" for individual large load customers and the rate paid pursuant to the applicable rate schedule would not be subject to negotiation. Examples of non-material terms include, but are not limited to, changes in how the parties will be notified under the LLCA (paragraph 17), changes to how long the parties must negotiate in good faith to avoid disputes (paragraph 21), or changes to the nature of the interconnection (paragraph 3c).

2. Please refer to proposed Section No. IV, Original Sheet No. 4.130, in provision 13.01, General, in the grandfather provision (last sentence in first paragraph) of the LLCP and

9. Please state the number of DEF customers as of April 30, 2026, taking service at 50 MW of firm load per month.

Response:
The Company has one customer as of April 30, 2026, taking service at or above 50 MW of firm load per month.

10. Referring to page 4 of DEF's Petition, paragraph 7 states that as proposed, customers taking service as GSD-1 or GSDT-1 rate schedule will be moved to a new rate schedule designed for large load customers at DEF's next rate case. Would a large load customer have the option to object to be moved?

Response:
A large load customer that falls under the LLCP would have to move to the new rate schedule when approved; they would not have the option to object.

11. Referring to proposed Section No. IV, Original Sheet No. 4.130, in provision 13.01, paragraph 1 states: "This policy will not impose any additional requirement for customer sites that otherwise meet the Peak Contract Demand requirements and exist on the Company's system as of December 31, 2025." Please state the number of current customers that meet this criteria.

Response:
The Company has one current customer that meets this criteria.

12. Referring to Section No. VII, Original Sheet No. 7.514, the last sentence of paragraph 14 states: "Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith." Please clarify whether a party seeking any changes to the Agreement, pursuant to the last sentence, could become effective without Commission approval.

AFFIDAVIT

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I hereby certify that on this 18th day of May, 2026, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MATT CHATELAIN, who is personally known to me, or produced ______________________ as identification, and he acknowledged before me that he provided the answers to interrogatory numbers 1 through 14 from STAFF'S FIRST SET OF INTERROGATORIES TO DUKE ENERGY FLORIDA, LLC (NOS. 1-14) in Docket No. 20260064-EI, and that the responses are true and correct based on his personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 18th day of May, 2026.

Matt Chatelain

SHEILA LEMOINE
Notary Public, North Carolina
Lincoln County
My Commission Expires
July 21, 2029

Sheila Lemoine
Notary Public
State of ~~Florida~~ NC, at Large
North Carolina

My Commission Expires:
July 21, 2029

Attachment B

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Duke Energy Florida, LLC, for a limited proceeding to approve large load tariff	Docket No. 20260064-EI Dated: May 14, 2026

DUKE ENERGY FLORIDA, LLC'S RESPONSES
<u>TO CITIZENS' FIRST SET OF INTERROGATORIES (NOS. 1-46)</u>

Duke Energy Florida, LLC, ("DEF") hereby responds to the Citizens of the State of Florida, through the Office of Public Counsel's ("Citizens" or "OPC"), First Set of Interrogatories to DEF (Nos. 1-46) as follows:

<u>INTERROGATORIES</u>

1. Since January 1, 2021, has DEF completed any system impact studies for a customer who would take firm service with a billing demand of 1,000 kW or more? If so, please list, by study completion date, how much it cost DEF to complete each study and how many kWs of firm load were involved.

<u>Response:</u>
DEF assumes that this question pertains to retail customers. To date, DEF has completed 14 system impact studies for retail large loads. The cost of third-party resources for study work is shown below. DEF does not track internal costs to complete these studies.

#	Load (MW)	Transmission Assessment Completion Date	Assessment Cost
1	1,400	August 2024	$254,000
2	1,400	Feb 2025	$ 0*
3	300	Feb 2025	$136,691
4	160	Feb 2025	$136,691
5	300	April 2025	$139,997
6	40	April 2025	$139,997
7	300	May 2025	$136,691
8	300	May 2025	$130,000
9	1,200	June 2025	$139,997

Response:
Please see the response to Question 4.

24. Between now and December 31, 2028, how many new customers does DEF anticipate serving that would add net incremental new load of 1,000 kW or more?

Response:
DEF cannot speculate how many customers might be served that would add 1,000 kW of incremental new load.

25. Please give examples of all types of customers DEF expects to serve under the LLCP.

Response:
Data center customers are addressed in the petition as the driver for the need for the terms and conditions found in the policy and the agreement and may meet these requirements, but any type of customer that meets the applicability sections would be eligible.

26. Please explain how LLCP customers will be charged for fuel costs.

Response:
Customers would be charged for fuel costs based on the approved fuel cost recovery factors for the applicable rate schedule that electric service is provided under.

27. What is the earliest date that DEF anticipates a customer taking up service pursuant to the LLCP, if approved?

Response:
DEF does not know when a customer might take service pursuant to the LLCP, if approved.

28. How much total electrical generation has DEF added to its grid from January 1, 2021, to the present?

Response:
In the period between January 1, 2021, and December 31, 2025, DEF added 1,348 (nameplate) MW of solar PV generation and 203 MW (summer) of combined cycle generation via unit uprates. During that same period, DEF's firm capacity was reduced by contract expirations with independent power producers (486 MW), Cogeneration Facilities (339 MW), and Resource recovery facilities (73 MW).

below of the kW per project request in the current project pipeline for prospective customers requesting monthly demand of 1,000 kW or more and at a delivery level of 230 kV or higher. The 26 projects are presented in no particular order.

A. 50,000
B. 20,000
C. 1,000,000
D. 1,000
E. 400,000
F. 360,000
G. 300,000
H. 100,000
I. 500,000
J. 1,000,000
K. 8,000
L. 1,000,000
M. 49,000
N. 50,000
O. 20,000
P. 25,000
Q. 30,000
R. 900,000
S. 200,000
T. 26,000
U. 45,000
V. 20,000
W. 600,000
X. 1,000,000
Y. 1,000,000
Z. 1,400,000

33. Does DEF's obligation to serve require it to provide firm service to the entirety of a large load customers requested capacity? Please explain why or why not.

Response:
Yes, DEF's obligation to serve is for firm electric service by default, as non-firm service rate schedules are optional services if sought by an individual customer.

34. What percentage of load growth does DEF forecast to be attributed to data centers? Please break down your response by year through 2031.

Response:
DEF has not included any data center load in its current load forecast.

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I hereby certify that on this 5th day of May, 2026, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MATTHEW CHATELAIN, who is personally known to me or produced ____________________ as identification, and he acknowledged before me that he provided the answers to numbers 2, 5, 6, 8 through 33, 36 through 46 of CITIZENS' FIRST SET OF INTERROGATORIES TO DUKE ENERGY FLORIDA, LLC (NOS. 1-46) in Docket No. 20260064-EI, and that the responses are true and correct based on his/her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 5th day of May, 2026.

Matthew Chatelain

Deana W. Walker

Notary Public
State of North Carolina

My Commission Expires:

May 5, 2029

Deana W. Walker
NOTARY PUBLIC
Mecklenburg County, N.C.

STATE OF FLORIDA

COUNTY OF PINELLAS

I hereby certify that on this 12th day of May, 2026, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared BENJAMIN BORSCH, who is personally known to me or produced ___________________ as identification, and he acknowledged before me that he provided the answers to numbers 4, 28, 34, and 35, of CITIZENS' FIRST SET OF INTERROGATORIES TO DUKE ENERGY FLORIDA, LLC (NOS. 1-46) in Docket No. 20260064-EI, and that the responses are true and correct based on his/her personal knowledge.

In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 12th day of May, 2026.

Benjamin Borsch

Notary Public
State of Florida at Large

MONIQUE HAMPTOM
MY COMMISSION # HH 368082
EXPIRES: June 28, 2027

My Commission Expires:

____

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Duke Energy Florida, LLC, for a limited proceeding to approve large load tariff	Docket No. 20260064-EI Dated: June 5, 2026

DUKE ENERGY FLORIDA, LLC'S RESPONSE TO FLORIDA RISING'S
<u>THIRD SET OF INTERROGATORIES (NOS. 21-25)</u>

Duke Energy Florida, LLC, ("DEF") hereby responds to the Florida Rising's ("FL Rising") Third Set of Interrogatories to DEF (Nos. 21-25) as follows:

<u>INTERROGATORIES</u>

21. Please provide a description and quantification of how existing and new generation and transmission costs are allocated among customer classes under current rates. Please specify the relative share of such costs that new large loads would bear under existing rate schedules, under the rescinded proposal for a large load (LLC-1) tariff, and under the new rate schedule that Duke plans to propose for large loads in the future. Please identify any documents supporting your answer.

<u>Response:</u>
DEF's existing and future generation and network-beneficial transmission investments to serve DEF's customers are considered to benefit DEF's system as a whole and are allocated among rate classes according to DEF's approved cost allocation methodology from the 2024 Settlement Agreement in Docket No. 20240025-EI. Production costs are allocated using the 12CP and 25% AD methodology and transmission costs are allocated using 12CP methodology. The relative share of such costs will depend upon the size of the large load class as it compares to DEF's system and cannot be quantified until the details of large load customers are known or reasonably estimated. These costs will be included as part of the cost-of-service study presented during future base rate proceedings for Commission approval. The rescinded proposal for the LLC-1 rate schedule demonstrated the derivation of rates using the same allocation methodologies as the Settlement Agreement without including additional costs.

22. Please refer to your response to the Office of Public Counsel's ("OPC's") First Set of Interrogatories, interrogatory number 11. Please confirm that Duke does not have any study results indicating the circumstances under which new large loads do not shift costs

to other customers. If you do have any such study results, please identify them.

Response:
As stated in DEF's response to OPC's First Set of Interrogatories, interrogatory number 11, DEF has not conducted any study to determine a level of projected load that must materialize to cover costs to extend service, as the specific costs for large load customers are unknown and could vary widely depending upon the size and timing of the requested load, the location of the load, the Company's system resources/plan and ability to serve the request. As such, DEF does not have any study results that indicate circumstances where large loads shift or do not shift these unknown costs to other customers.

23. Please refer to your response to OPC's First Set of Interrogatories, interrogatory number 18. Please explain whether your response includes the level, timing, and character of demand of a large load customer, and, if so, please explain why rate schedules and terms of service that vary based on level, timing, and character of demand, including load flexibility, are not appropriate considerations in designing rates for large load customers.

Response:
A large load customer would provide DEF with their requested load details, including electric delivery level, timing of the load, and character of electric service as part of taking service from the Company and determine the applicability of the LLCP and LLCA. To that effect, these considerations are relevant in the proposed tariffs for large load customers. However, the specific operating details of how a data center large load customer cools their equipment or uses the electric service provided by DEF are not relevant to setting the broader policies or terms and conditions that should be applicable to large load customer electric service.

24. Please refer to your response to OPC's First Set of Interrogatories, interrogatory number 34. Please explain in detail why Duke does not include data center load in its load forecast.

Response:
DEF has not included data center load in its load forecast due to the uncertainty surrounding the prospective data center customers. DEF has fielded inquiries from a number of potential customers and recognizes the possibility that these customers will enter into agreements for service. However, at this time, none of those customer projects has matured to the point at which it has the certainty required for inclusion in the load forecast.

25. Please refer to your supplemental response to OPC's First Set of Interrogatories, interrogatory number 7. Please explain which rate schedules the "two current customers with peak demands of 50 MW or more" currently take service under.

Response:

One customer takes service under rate schedule GSDT-1. Another customer takes service under IST-2.

AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared BENJAMIN BORSCH ________________________, who, as Duke Energy Florida, LLC's personal representative,

(✓) is personally known to me, or

( ) produced ____________________________________ as identification and being duly sworn, deposes and says that the foregoing answer to Interrogatory No. 24 of Florida Rising's Third Set of Interrogatories to Duke Energy Florida, LLC (Nos. 21-25), in Docket No. 20260064-EI are true and correct to the best of his knowledge, information, and belief. This 3rd day of June, 2026.

MONIQUE HAMPTOM
MY COMMISSION # HH 368082
EXPIRES: June 28, 2027

Benjamin Borsch

Notary Public
State of Florida

My commission expires: