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October 1, 2026

BY E-PORTAL

Mr. Adam Teitzman, Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

[New Filing] - In re: In re: Petition by Florida Public Utilities Company to Implement a Large Load Service Tariff.

Dear Mr. Teitzman:

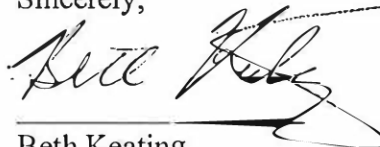
Attached for electronic filing, please find the Petition for approval of swing service rider for Florida Public Utilities Company's Petition for Authority to Implement Large Load Service Tariff, along with the following tariff sheets:

FPUC:

FPSC Electric Tariff, Original Volume II
First Revised Sheet No. 7.000
Original Sheet No. 7.027
Original Sheet No. 7.028
Original Sheet No. 7.029

As always, thank you for your assistance in connection with this filing. If you have any questions whatsoever, please do not hesitate to let me know.

Sincerely,



Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Florida Public Utilities
Company to Implement a Large Load Service
Customer Tariff.

DOCKET NO.

FILED: October 1, 2026

PETITION FOR AUTHORITY TO IMPLEMENT A LARGE LOAD SERVICE TARIFF

The Florida Public Utilities Company ("FPUC" OR "Company) by and through undersigned counsel, pursuant to Sections 366.043(8) and 366.06, Florida Statutes, and in accordance with Rules 25-9.005, Florida Administrative Code, and 28-106.201, Florida Administrative Code, hereby respectfully petitions the Florida Public Service Commission ("FPSC" or "Commission") for approval to instate a Large Load Service ("LLS") tariff.

In support of this request, the Company hereby states:

- 1) FPUC is an electric utility subject to the Commission's jurisdiction. Its principal business address is:

Florida Public Utilities Company
208 Wildlight Avenue
Yulee, FL 32097

- 2) The name and mailing address of the persons authorized to receive notices are:

Beth Keating, Esq.
Gunster, Yoakley & Stewart, P.A.
215 South Monroe Street, Suite 601
Tallahassee, FL 32301-1839
bkeating@gunster.com
(850) 521-1706

Matt Everngam
Assistant Vice President, Regulatory
Affairs
Florida Public Utilities Company
208 Wildlight Avenue
Yulee, FL 32097
meverngam@chpk.com

Joanah Baugh
Director, Regulatory Affairs
Florida Public Utilities Company
208 Wildlight Avenue
Yulee, FL 32097
jbaugh@chpk.com

3) FPUC is an electric utility subject to the regulatory jurisdiction of this Commission as prescribed in Chapter 366, Florida Statutes.

4) The Commission is vested with jurisdiction in this matter in accordance with Sections 366.04, 366.05, and 366.06, Florida Statutes, pursuant to which the Commission is authorized to establish rates and charges for public utilities, including the relief requested herein.

5) The Company is unaware of any material facts in dispute at this time, but the proceeding may involve disputed issues of material fact. The Company's request set forth herein does not involve reversal or modification of a Commission decision or proposed agency action. This is a Petition representing a request to instate the tariff program to the Commission, which is the affected agency located at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399.

I. LARGE LOAD SERVICE TARIFF

6) Section 366.043, Florida Statutes, directs each electric public utility to file for Commission approval, no later than October 1, 2026, a tariff that complies with that Section. The Large Load Service customer tariff is required to ensure that each large load customer bears its own full cost of service and that the risk of non-payment of such costs may not be borne by the general body of ratepayers. The tariff must also include provisions reasonably designed to prevent a public utility from providing electric service that would otherwise qualify as a large load customer if that customer is a foreign entity.

7) A "large load customer" is defined in 366.043 as "a customer with an anticipated monthly peak load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval at a single location. The term does not include a load aggregated across multiple locations owned by the same customer. However, the term includes all customers or other entities that have entered into a colocation or similar agreement at a single location that otherwise meets the

FPUC Large Load Tariff

anticipated monthly peak load”. FPUC has no current customers which meet the definition of a large load customer, nor does it have any current customers that it reasonably anticipates would grow to a size that would meet the definition of a large load customer. Additionally, FPUC has not received interest or inquiries from potential customers who would meet the size and scale necessary to qualify as a large load customer.

8) The details of FPUC’s proposed Large Load Service (“LLS”) offering are included in the attached tariff sheets (Attachment A).

9) FPUC has no current customers, nor has it been approached by potential future customers, who would qualify for a large load service tariff. As such, it does not have the required inputs, such as estimated infrastructure costs, operating costs, incremental transmission or generation, or other costs and information that are necessary develop rates and design service for a qualifying customer. Therefore, at this time, FPUC has no basis upon which to calculate rates that would meet the statutory requirements and ensure that a qualifying large load customer bears its own cost to serve.

10) In the tariff sheets attached hereto, FPUC proposes to require that any potential large load customer enter into a Large Load Service Agreement (“LLSA”) with the Company, which would include rates and charges designed specifically for that customer’s proposed service needs. The rates and terms of the LLSA would be designed to meet the specific customer’s needs, while ensuring that the Customer bears its full cost of service without shifting costs, or risk, to the Company's other customers. The proposed tariff would further require that any LLSA entered into by FPUC with a large load customer would be filed with the Commission for approval before service is initiated to the customer under the agreement. Consistent with the requirement on Sheet

No. 7.028, the Company contemplates that it would also provide appropriate cost of service information as part of that filing.

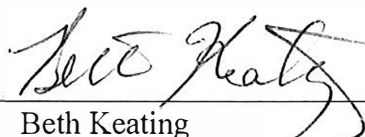
11) Consistent with Section 366.043, the Company has also included provisions within the tariff to ensure it will not provide service to a large load customer if that customer is a foreign entity. FPUC has also incorporated tariff language confirming the Company's ability to curtail or interrupt service to a large load customer where such curtailment or interruption is intended to ensure grid reliability, reduce the likelihood or breadth of wider service outages, or ensure public safety during an emergency or other exceptional circumstance.

II. REQUEST FOR RELIEF

12) FPUC respectfully requests that the Commission approve its request to implement its Large Load Service tariff.

13) The tariff pages, included as Attachment A, are submitted herewith for the Commission's consideration.

RESPECTFULLY SUBMITTED this 1st day of October, 2026.



Beth Keating
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Tallahassee, FL 32301
(850) 521-1706
bkeating@gunster.com

*Attorneys for Florida Public Utilities
Company*

CERTIFICATE OF SERVICE

I HEREBY ATTEST that a true and correct copy of the foregoing Request has been served upon the following by U.S. Mail and/or Electronic Mail this 1st day of October, 2026:

Walt Trierweiler, Public Counsel
Office of Public Counsel
c/o the Florida Legislature
111 West Madison Street, Rm 812
Tallahassee, FL 32399-1400
Trierweiler.walt@leg.state.fl.us


Beth Keating, Esq.
Gunster, Yoakley & Stewart, P.A.
215 S. Monroe St., Ste 601
(850) 521-1706

ATTACHMENT A

Tariff Sheets – Clean/Legislative

FPUC: First Revised Sheet No. 7.000

Original Sheet No. 7.027

Original Sheet No. 7.028

Original Sheet No. 7.029

INDEX OF RATE SCHEDULES

<u>ITEM</u>	<u>TITLE</u>	<u>SHEET NO.</u>
RATE SCHEDULES		
<u>Schedule RS</u>	<u>Residential Service</u>	7.001
	<u>Reserved For Future Use</u>	7.003
<u>Schedule GS</u>	<u>General Service - Non-Demand</u>	7.004
<u>Schedule GSD</u>	<u>General Service - Demand</u>	7.006
<u>Schedule GSLD</u>	<u>General Service - Large Demand</u>	7.008
<u>Schedule GSLD1</u>	<u>General Service - 1</u>	7.010
	<u>Reserved For Future Use</u>	7.012
<u>Schedule LS</u>	<u>Lighting Service</u>	7.013
<u>Schedule OSL</u>	<u>Mercury Vapor Lighting Service</u>	7.016
<u>Schedule EDRP</u>	<u>Economic Development Rider Program</u>	7.018
	<u>Rate Adjustment Rider</u>	7.021
	<u>Non-Firm Energy Program (Experimental) (Closed)</u>	7.023
	<u>Storm Protection Plan Recovery Clause</u>	7.025
	<u>Storm Recovery Surcharge</u>	7.026
<u>Schedule LLS</u>	<u>Large Load Service</u>	7.027

RATE SCHEDULE LLS – LARGE LOAD SERVICE

Availability

Available throughout the territory served by the Company, subject to the availability and adequacy of facilities, transmission service, purchased-power supply, supplier acceptance, permits, rights, and other resources required to provide service. Availability under this schedule does not obligate the Company to undertake a Customer-specific construction, procurement, capacity, or supply commitment before the applicable studies, agreements, funding, security, and Florida Public Service Commission (“Commission”) approvals are complete.

Applicability

Applicable to a customer with an anticipated monthly peak load of 50 megawatts or more at a single location, measured as the highest average load over a 15-minute interval. This schedule applies to new, expanded, phased, or collocated load that are anticipated to meet the threshold during the service term.

Loads at separate locations owned by the same Customer shall not be aggregated solely to meet the threshold. At a single location, however, qualifying load includes load served through separate meters, accounts, connections, affiliates, tenants, phases, or collocated entities when the combined project or development otherwise meets the threshold. A Customer may not divide or arrange load to avoid this schedule. A Customer may not separate an electrical load at a single location into multiple smaller connections to avoid being classified as a Large Load Service Customer.

Applicability under this rate schedule is contingent upon the completion of a Large Load Service Agreement (“LLSA”) between the Company and the Customer.

Character of Service

The delivery voltage, point of delivery, metering arrangement, facilities, redundancy, and all other service characteristics shall be determined by the Company based on the Customer's requirements and the Company's system operating requirements.

Ownership, installation, operation, maintenance, repair, replacement, renewal, and other responsibilities for transformers, meters, telemetry and communications systems, protective equipment, conductors, switchgear, and any other facilities required to provide service under this rate schedule shall be specified in the Large Load Service Agreement.

Unless otherwise provided in the Large Load Service Agreement, all facilities installed by the Company to provide service shall remain the property of the Company, and all facilities installed by the Customer shall remain the property of the Customer.

RATE SCHEDULE LLS – LARGE LOAD SERVICE

Large Load Service Agreement (“LLSA”)

As a condition of service, the Customer and any other entity necessary to provide enforceable payment and performance responsibility shall execute an LLSA establishing the Customer-specific terms. The LLSA shall address, as applicable:

- 1) Customer-specific rates and charges
- 2) Period of service contract requirements, including early termination fees or other fees for violation of such contracts
- 3) Take-or-pay provisions or similar provisions requiring payment for contracted capacity
- 4) Facilities and financial guarantees
- 5) Contract demand, load factors and load ramp
- 6) Power supply and transmission arrangements
- 7) Cancellation, demand Reduction, and termination
- 8) Assignment, ownership, and colocation
- 9) Terms of payment
- 10) Applicability of clauses or riders
- 11) Franchise fees
- 12) Any other terms and conditions necessary for the provision of service

The Company shall submit the LLSA including customer-specific rates to the Commission for approval before permanent service is furnished. The LLSA shall reasonably ensure that the Customer bears its full cost of service and that the costs and risks associated with serving the Customer, including the risk of nonpayment, are not shifted to the Company's other customers.

A change in rates or transfer to another rate schedule does not cancel obligations already incurred under the LLSA. Those obligations continue unless modified by an amendment to the LLSA or by Commission order.

Pre-Service Analysis

Before the Company undertakes Customer-specific commitments, the Customer shall execute any required study or development agreement acceptable to the Company, and fund the reasonable costs of system-impact, engineering, transmission, cost-of-service, purchased-power, metering, legal, regulatory, and other studies required to evaluate or provide service. A material change may require additional study at the Customer's cost. The Company may suspend or close an inactive request or a request that does not satisfy applicable information, payment, site-control, agreement, security, or development requirements.

Preliminary study and reimbursement agreements may be executed before Commission approval of the LLSA when they do not authorize permanent retail service and protect the Company and its other customers from the associated costs.

RATE SCHEDULE LLS – LARGE LOAD SERVICE

Curtailment and Interruption

Neither this schedule nor the LLSA limits the Company's authority to curtail or interrupt service when necessary to maintain grid stability, reduce the likelihood or breadth of wider outages, comply with a supplier or transmission-provider directive, maintain or restore facilities, or protect public safety during an emergency or other exceptional circumstance.

Foreign Entity Compliance

As prohibited in and defined by section 366.043, Florida Statutes, the Company “may not knowingly provide electric service to a customer that would otherwise qualify as a large load customer if that customer is a foreign entity”. Before the Company makes a material commitment or begins service, and periodically thereafter as necessary, the Customer shall provide ownership and control disclosures, eligibility certifications, organizational records, notice of changes in ownership, or any other documentation as necessary required to determine compliance.

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