

STATE OF FLORIDA

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# Public Service Commission

August 18, 2021

Ms. Maria Moncada  
700 University Boulevard  
Juno Beach, Florida 33408-0420  
[Maria.moncada@fpl.com](mailto:Maria.moncada@fpl.com)

**STAFF'S SEVENTH DATA REQUEST**  
*via email*

Re: Docket No. 20210015-EI – Petition for rate increase by Florida Power & Light Company

Dear Ms. Moncada:

By this letter, the Commission staff requests that Florida Power & Light Company provide responses to the following data requests:

1. Please refer to paragraph 16, part (d), of the Settlement Agreement regarding the Carryover Amount. Is there a cap on the unfunded amount for the storm reserve?
  - a. If so, what is the amount of the cap?
  - b. If not, please explain why there is not a cap on the amount.

### DSM Credits

2. Please refer to paragraph 4(e) of the Settlement Agreement. Please detail how retaining the CDR/CILC credits will affect the general body of ratepayers as compared to the Company's original petition. As part of your response, detail how additional costs would be recovered and provide an estimate for each year of the Settlement Term.

### SoBRA Mechanism

3. Please refer to paragraph 12(i) of the Settlement Agreement. Please detail all categories of costs to be included in the calculation of the \$1,250/kWac cost cap. As a part of this response, please explain how the \$1,250/kWac cost cap was developed.

SolarTogether Expansion

4. Please refer to paragraph 20 of the Settlement Agreement.
  - a. Clarify if the residential, low income and commercial allocation can be altered during the term of the program. If so, explain how the new allocation would be determined and what role the Commission would have in its approval, if any.
  - b. Clarify whether the 20 percent of new capacity reserved for participants located in the former Gulf territory would be retained after initial subscriptions. For example, if a Gulf participant exits the program, would that capacity be made available to other participants only inside the former Gulf territory or would it be made available to participants regardless of location?
  - c. Explain what would happen to any remaining portion of the 20 percent of new capacity reserved for the former Gulf territory if it is not fully subscribed by participants located in that area.

Asset Optimization Program

5. Please refer to paragraph 21 of the Settlement Agreement. Under what circumstances, if any, could the Commission end the Asset Optimization Program?
6. Please refer to paragraph 21 of the Settlement Agreement.
  - a. If approved, would anything in the Settlement Agreement prevent FPL from participating in other new incentive mechanisms during the Settlement Term? If so, please explain.
  - b. If approved, would anything in the Settlement Agreement prevent the Commission from removing FPL from any other existing incentives, such as the Generation Performance Incentive Factor? If so, please explain.
7. Please refer to paragraph 21(iii) of the Settlement Agreement. Explain how the \$42.5 million threshold was determined.
8. Please refer to paragraph 21(v) of the Settlement Agreement. Under what circumstances, if any, could the Commission modify other parameters (e.g., sharing percentages) of the Asset Optimization Program?

EV Programs – EVolution

9. Please refer to paragraph 22(i) of the Settlement Agreement.
  - a. State whether the pilot program was included as part of FPL's original request, and if not, provide a description of the pilot and a detailed explanation of what activities will be conducted. As part of this response, explain how the pilot program activities will benefit program participants and non-participants.

- b. Provide a detailed schedule by year of any cost estimates for the pilot program. As part of your response, please provide an electronic copy of the schedule table in excel format, separating capital and O&M expenditures.
- c. Explain how FPL intends to recover the pilot programs cost and the appropriateness of the recovery method. As part of your response, specify whether the pilot's costs are included in the revenue requirements set forth in paragraph 4 of the Settlement Agreement.
- d. Explain if the pilot has a proposed expiration date for new participants and/or existing participants. If yes, please provide the end date or period. If no, explain why not.
- e. Under what circumstances can the Commission modify and/or end the pilot program?
- f. Explain what reporting, if any, FPL contemplates providing to the Commission, including a list of metrics FPL intends to provide. If none, please explain

#### EV Programs – Public Fast Charging Program

10. Please refer to paragraph 22(ii) of the Settlement Agreement.
  - a. State whether the pilot program was included as part of FPL's original request, and if not, provide a description of the pilot and a detailed explanation of what activities will be conducted. As part of this response, explain how the pilot program activities will benefit program participants and non-participants.
  - b. Provide a detailed schedule by year of any cost estimates for the pilot program. As part of your response, please provide an electronic copy of the schedule table in excel format, separating capital and O&M expenditures.
  - c. Explain how FPL intends to recover the pilot programs cost and the appropriateness of the recovery method. As part of your response, specify whether the pilot's costs are included in the revenue requirements set forth in paragraph 4 of the Settlement Agreement.
  - d. Explain if the pilot has a proposed expiration date for new participants and/or existing participants. If yes, please provide the end date or period. If no, explain why not.
  - e. Under what circumstances can the Commission modify and/or end the pilot program?
  - f. Explain what reporting, if any, FPL contemplates providing to the Commission, including a list of metrics FPL intends to provide. If none, please explain.

#### EV Programs – Residential EV Charging Services Pilot

11. Please refer to paragraph 22(iii) of the Settlement Agreement.
  - a. State whether the pilot program was included as part of FPL's original request, and if not, provide a description of the pilot and a detailed explanation of what

- activities will be conducted. As part of this response, explain how the pilot program activities will benefit program participants and non-participants.
- b. Provide a detailed schedule by year of any cost estimates for the pilot program. As part of your response, please provide an electronic copy of the schedule table in excel format, separating capital and O&M expenditures.
  - c. Explain how FPL intends to recover the pilot programs cost and the appropriateness of the recovery method. As part of your response, specify whether the pilot's costs are included in the revenue requirements set forth in paragraph 4 of the Settlement Agreement.
  - d. Explain if the proposed tariff rate will recover the full cost of the pilot.
  - e. Explain if the pilot has a proposed expiration date for new participants and/or existing participants. If yes, please provide the end date or period. If no, explain why not.
  - f. Under what circumstances can the Commission modify and/or end the pilot program?
  - g. Explain what reporting, if any, FPL contemplates providing to the Commission, including a list of metrics FPL intends to provide. If none, please explain

#### EV Programs – Commercial EV Charging Services

12. Please refer to paragraph 22(iv) of the Settlement Agreement.
  - a. State whether the pilot program was included as part of FPL's original request, and if not, provide a description of the pilot and a detailed explanation of what activities will be conducted. As part of this response, explain how the pilot program activities will benefit program participants and non-participants.
  - b. Provide a detailed schedule by year of any cost estimates for the pilot program. As part of your response, please provide an electronic copy of the schedule table in excel format, separating capital and O&M expenditures.
  - c. Explain how FPL intends to recover the pilot programs cost and the appropriateness of the recovery method. As part of your response, specify whether the pilot's costs are included in the revenue requirements set forth in paragraph 4 of the Settlement Agreement.
  - d. Explain if the pilot has a proposed expiration date for new participants and/or existing participants. If yes, please provide the end date or period. If no, explain why not.
  - e. Under what circumstances can the Commission modify and/or end the pilot program?
  - f. Explain what reporting, if any, FPL contemplates providing to the Commission, including a list of metrics FPL intends to provide. If none, please explain.

EV Programs – New Technologies and Software

13. Please refer to paragraph 22(v) of the Settlement Agreement.
  - a. State whether the pilot program was included as part of FPL's original request, and if not, provide a description of the pilot and a detailed explanation of what activities will be conducted. As part of this response, explain how the pilot program activities will benefit program participants and non-participants.
  - b. Provide a detailed schedule by year of any cost estimates for the pilot program. As part of your response, please provide an electronic copy of the schedule table in excel format, separating capital and O&M expenditures.
  - c. Explain how FPL intends to recover the pilot programs cost and the appropriateness of the recovery method. As part of your response, specify whether the pilot's costs are included in the revenue requirements set forth in paragraph 4 of the Settlement Agreement.
  - d. Under what circumstances can the Commission modify and/or end the pilot program?
  - e. Explain what reporting, if any, FPL contemplates providing to the Commission, including a list of metrics FPL intends to provide. If none, please explain.

EV Programs – Education and Awareness

14. Please refer to paragraph 22(vi) of the Settlement Agreement.
  - a. State whether the pilot program was included as part of FPL's original request, and if not, provide a description of the pilot and a detailed explanation of what activities will be conducted. As part of this response, explain how the pilot program activities will benefit program participants and non-participants.
  - b. Provide a detailed schedule by year of any cost estimates for the pilot program. As part of your response, please provide an electronic copy of the schedule table in excel format, separating capital and O&M expenditures.
  - c. Explain how FPL intends to recover the pilot programs cost and the appropriateness of the recovery method. As part of your response, specify whether the pilot's costs are included in the revenue requirements set forth in paragraph 4 of the Settlement Agreement.
  - d. Under what circumstances can the Commission modify and/or end the pilot program?
  - e. Explain what reporting, if any, FPL contemplates providing to the Commission, including a list of metrics FPL intends to provide. If none, please explain.
  - f. Please explain if any school systems in FPL's service territory have requested FPL to create school curriculums.
  - g. Please identify and explain any other activities FPL engages in relating to EV education and awareness. As part of your response, please explain if and how FPL recovers any related costs.

C&I Voluntary Solar Pilot

15. Please refer to paragraph 23 of the Settlement Agreement.
  - a. State whether the pilot program was included as part of FPL's original request, and if not, provide a description of the pilot and a detailed explanation of what activities will be conducted. As part of this response, explain how the pilot program activities will benefit program participants and non-participants.
  - b. Provide a detailed schedule by year of any cost estimates for the pilot program. As part of your response, please provide an electronic copy of the schedule table in excel format, separating capital and O&M expenditures.
  - c. Explain how FPL intends to recover the pilot programs cost and the appropriateness of the recovery method. As part of your response, specify whether the pilot's costs are included in the revenue requirements set forth in paragraph 4 of the Settlement Agreement.
  - d. Explain if the pilot has a proposed expiration date for new participants and/or existing participants. If yes, please provide the end date or period. If no, explain why not.
  - e. Under what circumstances can the Commission modify and/or end the pilot program?
  - f. Explain what reporting, if any, FPL contemplates providing to the Commission, including a list of metrics FPL intends to provide. If none, please explain.
  
16. Please refer to paragraph 23 of the Settlement Agreement and Exhibit B, Tariff Sheet No. 8.940. What other limitations associated with traditional Net Metering would also apply to service under this tariff? For example, would a customer be able to install solar capacity in excess of 2 megawatts?

Green Hydrogen Pilot

17. Please refer to paragraph 24 of the Settlement Agreement.
  - a. Provide a detailed schedule by year of any cost estimates for the pilot program. As part of your response, please provide an electronic copy of the schedule table in excel format, separating capital and O&M expenditures.
  - b. Explain how FPL intends to recover the pilot programs cost and the appropriateness of the recovery method. As part of your response, specify whether the pilot's costs are included in the revenue requirements set forth in paragraph 4 of the Settlement Agreement.
  - c. Under what circumstances can the Commission modify and/or end the pilot program?
  - d. Explain what reporting, if any, FPL contemplates providing to the Commission, including a list of metrics FPL intends to provide. If none, please explain.

Residential Smart Panel Pilot Program

18. Please refer to paragraph 25 of the Settlement Agreement.

- a. State whether the pilot program was included as part of FPL's original request, and if not, provide a description of the pilot and a detailed explanation of what activities will be conducted. As part of this response, explain how the pilot program activities will benefit program participants and non-participants.
- b. Please describe the smart electrical panel device and how it will operate and communicate with and/or control customer owned equipment.
- c. Provide a general description of what steps, if any, the Company plans to take to secure the panels from cyber threats and detail if they will require any additional investment in FPL's cybersecurity. If no steps are planned, please explain why.
- d. Provide a detailed schedule by year of any cost estimates for the pilot program. As part of your response, please provide an electronic copy of the schedule table in excel format, separating capital and O&M expenditures.
- e. Explain how FPL intends to recover the pilot programs cost and the appropriateness of the recovery method. As part of your response, specify whether the pilot's costs are included in the revenue requirements set forth in paragraph 4 of the Settlement Agreement.
- f. Explain if the pilot has a proposed expiration date for new participants and/or existing participants. If yes, please provide the end date or period. If no, explain why not.
- g. Under what circumstances can the Commission modify and/or end the pilot program?
- h. Explain what reporting, if any, FPL contemplates providing to the Commission, including a list of metrics FPL intends to provide. If none, please explain.

Please file all responses electronically no later than Wednesday, August 25, 2021, from the Commission's website at [www.floridapsc.com](http://www.floridapsc.com), by selecting the Clerk's Office tab and Electronic Filing Web Form. Please feel free to call me at (850) 413-6218 if you have any questions.

Sincerely,

*/s/ Suzanne S. Brownless*

Suzanne S. Brownless  
Special Counsel

SBr/csc

cc: Office of Commission Clerk  
All parties of record