

STATE OF FLORIDA

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# Public Service Commission

September 1, 2021

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

**STAFF'S NINTH 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 Response No. 18 in Staff's Fifth Data Request and FPL witness Cohen's direct testimony, page 38, lines 1-2, which states that the RTP rate will be closed to new customers. Typically, if a tariff is closed to new customers, while existing customers are able to continue taking service under the tariff, that tariff stays in the tariff book and includes language such as "closed to new customers." The response to the Data Request, however, seems to indicate that current RTP customers would migrate onto the applicable FPL rate schedule. Please clarify and if current RTP customers would migrate, state which FPL rate schedules would be available to them.
2. Referring to Response No. 6 in Staff's Fifth Data Request, Attachment 1 of 1, please explain why the residential rate class will receive a 1.9 percent reduction in the Settlement target revenue requirement (compared to the as-filed target revenue requirement) while the GSD and GSLD rate classes will receive reductions ranging from 11.7 to 17 percent.
3. Referring to Paragraph 6(i) of the Settlement, please confirm that, where appropriate, FPL will replace the term "territory" with "area" found on Tariff Sheet Nos. 6.020, 8.213, 8.939, 8.942, 10.305, and any other tariff sheets not listed.
4. Referring to Paragraph 20 of the Settlement, please respond to the following questions regarding SolarTogether:

- a. Please refer to Tariff Sheet Nos. 7.030 and 8.932. Please confirm that FPL will modify Tariff Sheet No. 7.030 to remove the reference that SolarTogether is not available to communities served in the listed counties, upon completion of the necessary billing and enrollment system modifications as described in Tariff Sheet No. 8.932.
  - b. Referring to Tariff Sheet No. 8.933, please explain why FPL will now automatically retire renewable energy certificates (RECs) associated with SolarTogether, as opposed to previously doing so only upon customer request.
  - c. Please explain how FPL currently handles accumulated RECs when customers do not request the Company to retire them.
5. Referring to Paragraph 22(iv) of the Settlement, please respond to the following questions regarding the Commercial Electric Vehicle (EV) Charging Services Pilot, rate schedule OCEVS-1:
  - a. In Order PSC-2020-0512-TRF-EI, the Commission approved the GSD-1EV and GSLD-1EV pilot tariffs. Please explain if a customer taking service under the new rate schedule OCEVS-1 could also take service under the GSD-1EV and GSLD-1EV pilot tariffs to avail themselves of the demand limiter mechanism.
  - b. Referring to Tariff Sheet Nos. 9.833-9.840, please explain if failure to abide by the terms of the Commercial EV Charging Services Agreement would be cause for disconnect from a customer's primary service.
  - c. Referring to Tariff Sheet No. 9.834, under Grant of Access, please explain why it may be necessary for a customer to obtain and provide mortgage subordinations, to protect FPL's right of access.
6. Referring to Tariff Sheet Nos. 9.843-9.845, please explain if failure to abide by the terms of the Residential EV Charging Services Agreement would be cause for disconnect from a customer's primary service.
7. Referring to Paragraph 23 of the Settlement, please respond to the following questions regarding the (Optional) Solar Power Facilities Pilot Program:
  - a. Explain how FPL will determine the appropriate size of solar equipment for customers who request service under the Solar Power Facilities Pilot Rider.
  - b. Is there a maximum size limit for solar equipment under the rider? Please explain.
  - c. Demonstrate how the design requirements for solar equipment size under this rider are comparable to the design requirements for solar equipment size for other net metering customers.
  - d. Referring to Tariff Sheet Nos. 9.849-9.856, explain if failure to abide by the terms of the Solar Power Facilities Service Agreement would be cause for disconnect from a customer's primary service.

8. Referring to Paragraph 25 of the Settlement and Tariff Sheet Nos. 9.806-9.808, please respond to the following questions regarding the Smart Panel Pilot:
  - a. Refer to Tariff Sheet No. 9.806, under Scope of Services. Please explain the impact to participants, if any, in the event the participant's internet service provider fails to provide internet service, though no fault of the participant.
  - b. Refer to Tariff Sheet No. 9.807, under Title and Risk of Loss. Please explain why FPL believes it is reasonable to require the customer to bear all risk of loss or damage of any kind with respect to the equipment to the extent such loss or damage is caused by weather.
  - c. Referring to Tariff Sheet No. 9.807, under Expiration or Termination of Agreement, provide the estimated remaining net book value of the equipment for each year after installation.
  - d. Referring to Tariff Sheet No. 9.807, under Expiration or Termination of Agreement, provide the estimated cost to uninstall and remove the equipment.
  - e. Explain if customers receiving medically essential service may participate in the Smart Panel Pilot.
9. Please refer to Tariff Sheet No. 9.844, under Title and Risk of Loss. Please also refer to tariff Sheet No. 9.835, under Risk of Loss to Equipment (Customer Responsibility). Please explain why Residential Electric Vehicle Charging participants bear the risk of loss or damage of any kind with respect to the equipment to the extent such loss or damage is caused by weather, while Commercial Electric Vehicle Charging participants do not.
10. Please refer to Tariff Sheet No. 9.844, under Expiration or Termination of Agreement. Please explain why the termination fee would include the cost to redeploy the equipment (and not just the cost to uninstall and remove).
11. Referring to new proposed Tariff Sheet Nos. 9.833 and 9.843, provision 5, customer payments, and language regarding customer's obligation to pay the monthly service payment pursuant to the "General Rules and Regulations of Electric Service." Please state what would happen if a residential or commercial vehicle charging customer does not pay the monthly service payment (but pays the remainder of the electric bill) and what general rules and regulations the tariff is referring to.

Staff's Ninth Data Request

September 1, 2021

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Please file all responses electronically no later than Wednesday, September 8, 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