

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Storm protection plan cost recovery
clause.

DOCKET NO.: 20250010-EI

FILED: October 17, 2025

AMENDED PREHEARING STATEMENT OF THE OFFICE OF PUBLIC COUNSEL

The Citizens of the State of Florida, through the Office of Public Counsel (“OPC”), pursuant to the Order Establishing Procedure in this docket, Order No. PSC-2025-0048-PCO-EI, issued February 10, 2025, hereby submit this Pre-Hearing Statement. Amended positions are shown in underline.

APPEARANCES:

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1. WITNESSES:

None.

2. EXHIBITS:

None.

3. STATEMENT OF BASIC POSITION:

The Storm Protection Plan Cost Recovery Clause (SPPCRC) is the step in the ratemaking process where the Commission sets the factors necessary for recovery for the annual costs for implementing the Companies’ approved Storm Protection Plan. The process of reviewing and implementing an SPP is an indispensable and necessary step in the ratemaking process within the meaning and intent of Sections 366.06(1) and 366.96, Florida Statutes. Section 366.06(1), Florida

Statutes, establishes the Commission's rate-making procedure for public utilities in the State of Florida. Upon application for a change in rates by a utility,

The commission shall investigate and determine the actual legitimate costs of the property of each utility company, actually used and useful in the public service, and shall keep a current record of the net investment of each public utility company in such property which value, as determined by the commission, shall be used for ratemaking purposes and shall be the money honestly and **prudently** invested by the public utility company in such property used and useful in serving the public, less accrued depreciation, and shall not include any goodwill or going-concern value or franchise value in excess of payment made therefor.

Id. (emphasis added).

Additionally, the utilities bear the burden of proof to justify the recovery of costs they request in this docket and must carry this burden regardless of whether or not the intervenors provide evidence to the contrary. Further, the utilities bear the burden of proof to support their proposal(s) seeking the Commission's adoption of policy statements (whether new or changed) or other affirmative relief sought. Even if the Commission has previously approved a program, recovery of a cost, factor, or adjustment as meeting the Commission's own requirements, the utilities still bear the burden of demonstrating that the costs submitted for final recovery meet any statutory test(s) and are reasonable in amount and prudently incurred. Further, the utilities bear the burden of proof to support that all costs sought to be recovered through this clause are correctly clause recovery costs and not base rate costs. Further, recovery of all costs is constrained by the Commission's obligation to set fair, just, and reasonable rates, based on projects and/or costs that are prudent in magnitude and/or costs prudently incurred pursuant to Section 366.01, Florida Statutes. Additionally, the provisions of Chapter 366, Florida Statutes, must be liberally construed to protect the public welfare.

The OPC notes that agreements were reached with all four Companies on resolution of the Storm Protection Plan dockets of each company in Docket Nos. 20250014-EI (FPL), Docket Nos. 20250015-EI (DEF), Docket Nos. 20250016-EI (Tampa Electric Company), and Docket Nos. 20250017-EI (FPUC). The positions taken in this proceeding do not represent a reversal or abrogation of any such agreement. Those agreements did not address the specific costs that might be included in any specific SPPCRC proceeding. Regardless, the OPC stands by the agreements made in those dockets and further expects that the Companies will demonstrate that they have only included costs for SPPCRC recovery that are consistent with the agreements in those SPP dockets.

In addition, with regard to FPL, the OPC does not agree that the Commission should presume the validity of a contested non-unanimous and special interest-focused and facially invalid settlement agreement filed on August 20, 2025 can or should give it any weight in determining costs, cost attribution or revenue allocation in this docket. The OPC asserts that the only lawful and proper

posture is to determine this case based on the timely filings of evidence and testimony submitted pursuant to the Order Establishing Procedure in this docket, Order No. PSC-2025-0049-PCO-EI, issued February 10, 2025. An exclusionary settlement document that purports to adjudicate rights, costs and revenue responsibility in this or any clause docket and to seek capital recovery of asset-related costs from substantial interests that were not represented in the making of the defective document, cannot be considered in this case, regardless of what the limited special interests agreed-to in private, among themselves. Any assertion by FPL related to return on equity, depreciation expense, deferred taxes and revenue allocation or any other cost that has yet to be determined by the Commission or supported by timely-filed testimony in this docket must be ignored. If the Commission makes a determination after the close of the record in this docket that changes the cost and revenue allocation assumptions, the impact of such can be adjusted in the true-up process in 2026 and in the factor in 2027. To the extent that the Commission were to do anything else would be a violation of due process and demonstrate a prejudgment of the outcome of another case without a record basis.

4. GENERIC STORM PROTECTION PLAN COST RECOVERY ISSUES

ISSUE 1A: **What jurisdictional amounts should the Commission approve as FPL’s final 2024 prudently incurred costs and final true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause?**

OPC: The OPC is not in agreement at this time that FPL has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer’s bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that FPL’s final 2024 prudently incurred costs and final true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause, proposed for recovery from customers, can necessarily be deemed reasonable and prudent.

ISSUE 1B: **What jurisdictional amounts should the Commission approve as TECO’s final 2024 prudently incurred costs and final true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause?**

OPC: The OPC is not in agreement at this time that Tampa Electric Company has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer’s bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that Tampa Electric Company’s final 2024 prudently incurred costs and final true-up revenue requirement

amounts for the Storm Protection Plan Cost Recovery Clause, proposed for recovery from customers, can necessarily be deemed reasonable and prudent.

ISSUE 1C: What jurisdictional amounts should the Commission approve as FPUC's final 2024 prudently incurred costs and final true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause?

OPC: The OPC is not in agreement at this time that FPUC has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer's bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that FPUC's final 2024 prudently incurred costs and final true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause, proposed for recovery from customers, can necessarily be deemed reasonable and prudent.

ISSUE 1D: What jurisdictional amounts should the Commission approve as DEF's final 2024 prudently incurred costs and final true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause?

OPC: The OPC is not in agreement at this time that DEF has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer's bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that DEF's final 2024 prudently incurred costs and final true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause, proposed for recovery from customers, can necessarily be deemed reasonable and prudent.

ISSUE 2A: What jurisdictional amounts should the Commission approve as FPL's reasonably estimated 2025 costs and estimated true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause?

OPC: The OPC is not in agreement at this time that FPL has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer's bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that FPL's estimated 2025 costs and estimated true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery, proposed for recovery from customers, can necessarily be deemed reasonable or prudent.

ISSUE 2B: What jurisdictional amounts should the Commission approve as TECO's reasonably estimated 2025 costs and estimated true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause?

OPC: The OPC is not in agreement at this time that Tampa Electric Company has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer's bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that Tampa Electric Company's estimated 2025 costs and estimated true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause, proposed for recovery from customers, can necessarily be deemed reasonable or prudent.

ISSUE 2C: What jurisdictional amounts should the Commission approve as FPUC's reasonably estimated 2025 costs and estimated true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause?

OPC: The OPC is not in agreement at this time that FPUC has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer's bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that FPUC's estimated 2025 costs and estimated true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause, proposed for recovery from customers, can necessarily be deemed reasonable or prudent.

ISSUE 2D: What jurisdictional amounts should the Commission approve as DEF's reasonably estimated 2025 costs and estimated true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause?

OPC: The OPC is not in agreement at this time that DEF has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer's bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that DEF's estimated 2025 costs and estimated true-up revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause, proposed for recovery from customers, can necessarily be deemed reasonable or prudent.

ISSUE 3A: What jurisdictional amounts should the Commission approve as FPL's reasonably projected 2026 costs and projected revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause?

OPC: The OPC is not in agreement at this time that FPL has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer's bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that FPL's projected 2026 costs and projected revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause, proposed for recovery from customers, can necessarily be deemed reasonable or that FPL has demonstrated that they have only included costs consistent with the agreements in SPP Docket 20250014-EI. In addition, with regard to FPL, the OPC does not agree that the Commission should presume the validity of a contested non-unanimous and special interest-focused and facially invalid settlement agreement filed on August 20, 2025 can or should give it any weight in determining costs, cost attribution, revenue allocation or factors in this docket.

ISSUE 3B: What jurisdictional amounts should the Commission approve as TECO's reasonably projected 2026 costs and projected revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause?

OPC: The OPC is not in agreement at this time that Tampa Electric Company has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer's bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that Tampa Electric Company's projected 2026 costs and projected revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause, proposed for recovery from customers, can necessarily be deemed reasonable or that Tampa Electric Company has demonstrated that they have only included costs consistent with the agreements in SPP Docket 20250016-EI.

ISSUE 3C: What jurisdictional amounts should the Commission approve as FPUC's reasonably projected 2026 costs and projected revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause?

OPC: The OPC is not in agreement at this time that FPUC has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer's bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to

agree, given these circumstances, that FPUC's projected 2026 costs and projected revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause, proposed for recovery from customers, can necessarily be deemed reasonable or that FPUC has demonstrated that they have only included costs consistent with the agreements in SPP Docket 20250017-EI.

ISSUE 3D: What jurisdictional amounts should the Commission approve as DEF's reasonably projected 2026 costs and projected revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause?

OPC: The OPC is not in agreement at this time that DEF has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer's bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that DEF's projected 2026 costs and projected revenue requirement amounts for the Storm Protection Plan Cost Recovery Clause, proposed for recovery from customers, can necessarily be deemed reasonable or that DEF has demonstrated that they have only included costs consistent with the agreements in SPP Docket 20250015-EI.

ISSUE 4A: What are the Storm Protection Plan Cost Recovery Clause total jurisdictional cost recovery amounts, including true-ups, to be included in establishing 2026 Storm Protection Plan Cost Recovery factors for FPL?

OPC: The OPC is not in agreement at this time that FPL has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer's bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that FPL's total jurisdictional cost recovery amounts, including true-ups, to be included in establishing 2026 Storm Protection Plan Cost Recovery factors, proposed for recovery from customers, can necessarily be deemed reasonable or prudent or that FPL has demonstrated that they have only included costs consistent with the agreements in SPP Docket 20250014-EI. In addition, with regard to FPL, the OPC does not agree that the Commission should presume the validity of a contested non-unanimous and special interest-focused and facially invalid settlement agreement filed on August 20, 2025 can or should give it any weight in determining costs, cost attribution, revenue allocation or factors in this docket.

ISSUE 4B: What are the Storm Protection Plan Cost Recovery Clause total jurisdictional cost recovery amounts, including true-ups, to be included in establishing 2026 Storm Protection Plan Cost Recovery factors for TECO?

OPC: The OPC is not in agreement at this time that Tampa Electric Company has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer's bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that Tampa Electric Company's total jurisdictional cost recovery amounts, including true-ups, to be included in establishing 2026 Storm Protection Plan Cost Recovery factors, proposed for recovery from customers, can necessarily be deemed reasonable or prudent or that Tampa Electric Company has demonstrated that they have only included costs consistent with the agreements in SPP Docket 20250016-EI.

ISSUE 4C: What are the Storm Protection Plan Cost Recovery Clause total jurisdictional cost recovery amounts, including true-ups, to be included in establishing 2026 Storm Protection Plan Cost Recovery factors for FPUC?

OPC: The OPC is not in agreement at this time that FPUC has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer's bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that FPUC's total jurisdictional cost recovery amounts, including true-ups, to be included in establishing 2026 Storm Protection Plan Cost Recovery factors, proposed for recovery from customers, can necessarily be deemed reasonable or prudent or that FPUC has demonstrated that they have only included costs consistent with the agreements in SPP Docket 20250017-EI.

ISSUE 4D: What are the Storm Protection Plan Cost Recovery Clause total jurisdictional cost recovery amounts, including true-ups, to be included in establishing 2026 Storm Protection Plan Cost Recovery factors for DEF?

OPC: The OPC is not in agreement at this time that DEF has demonstrated that it has met its burden to demonstrate that these costs are reasonable and/or prudent. A significant percentage of the costs on a customer's bill are based on clause recovery in this docket and others. The Commission has not held a contested proceeding where testimony from witnesses was heard and discussed in open hearing. The OPC is not in a position to agree, given these circumstances, that DEF's total jurisdictional cost recovery amounts, including true-ups, to be included in establishing 2026 Storm Protection Plan Cost Recovery factors, proposed for recovery from customers, can necessarily be deemed reasonable or prudent or that DEF has demonstrated that they have only included costs consistent with the agreements in SPP Docket 20250015-EI.

ISSUE 5A: What depreciation rates should be used to develop the depreciation expense included in the total 2026 Storm Protection Plan Cost Recovery Clause amounts for FPL?

OPC: The last approved depreciation rates for FPL should be used to calculate any depreciation expense related to SPPCRC recovery in 2026. In addition, with regard to FPL, the OPC does not agree that the Commission should presume the validity of a contested non-unanimous and special interest-focused and facially invalid settlement agreement filed on August 20, 2025 can or should give it any weight in determining costs, cost attribution, revenue allocation or factors in this docket.

ISSUE 5B: What depreciation rates should be used to develop the depreciation expense included in the total 2026 Storm Protection Plan Cost Recovery Clause amounts for TECO?

OPC: The last approved depreciation rates for Tampa Electric Company should be used to calculate any depreciation expense related to SPPCRC recovery in 2026.

ISSUE 5C: What depreciation rates should be used to develop the depreciation expense included in the total 2026 Storm Protection Plan Cost Recovery Clause amounts for FPUC?

OPC: The last approved depreciation rates for FPUC should be used to calculate any depreciation expense related to SPPCRC recovery in 2026.

ISSUE 5D: What depreciation rates should be used to develop the depreciation expense included in the total 2026 Storm Protection Plan Cost Recovery Clause amounts for DEF?

OPC: The last approved depreciation rates for DEF should be used to calculate any depreciation expense related to SPPCRC recovery in 2026.

ISSUE 6A: What are the appropriate 2026 jurisdictional separation factors for FPL?

OPC: The appropriate 2026 jurisdictional separation factors for costs to be included in the FPL recovery factor for the period January 2026 through December 2026 should be based on costs deemed reasonable in a hearing. In addition, with regard to FPL, the OPC does not agree that the Commission should presume the validity of a contested non-unanimous and special interest-focused and facially invalid settlement agreement filed on August 20, 2025 can or should give it any weight in determining costs, cost attribution, revenue allocation or factors in this docket.

ISSUE 6B: What are the appropriate 2026 jurisdictional separation factors for TECO?

OPC: The appropriate 2026 jurisdictional separation factors for costs to be included in the Tampa Electric Company recovery factor for the period January 2026 through December 2026 should be based on costs deemed reasonable in a hearing.

ISSUE 6C: What are the appropriate 2026 jurisdictional separation factors for FPUC?

OPC: The appropriate 2026 jurisdictional separation factors for costs to be included in the FPUC recovery factor for the period January 2026 through December 2026 should be based on costs deemed reasonable in a hearing.

ISSUE 6D: What are the appropriate 2026 jurisdictional separation factors for DEF?

OPC: The appropriate 2026 jurisdictional separation factors for costs to be included in the DEF recovery factor for the period January 2026 through December 2026 should be based on costs deemed reasonable in a hearing.

ISSUE 7A: What are the appropriate 2026 Storm Protection Plan Cost Recovery Clause factors for each rate class for FPL?

OPC: With regard to FPL, the OPC does not agree that the Commission should presume the validity of a contested non-unanimous and special interest-focused and facially invalid settlement agreement filed on August 20, 2025 can or should give it any weight in determining costs, cost attribution, revenue allocation or factors in this docket.

ISSUE 7B: What are the appropriate 2026 Storm Protection Plan Cost Recovery Clause factors for each rate class for TECO?

OPC: No position.

ISSUE 7C: What are the appropriate 2026 Storm Protection Plan Cost Recovery Clause factors for each rate class for FPUC?

OPC: No position.

ISSUE 7D: What are the appropriate 2026 Storm Protection Plan Cost Recovery Clause factors for each rate class for DEF?

OPC: No position.

ISSUE 8A: What should be the effective date of the 2026 Storm Protection Plan Cost Recovery Clause factors for billing purposes for FPL?

OPC: The effective date of any Commission approved SPPCRC billing factors should be effective no sooner than the first day of the first billing cycle for January 2026.

ISSUE 8B: What should be the effective date of the 2026 Storm Protection Plan Cost Recovery Clause factors for billing purposes for TECO?

OPC: The effective date of any Commission approved SPPCRC billing factors should be effective no sooner than the first day of the first billing cycle for January 2026.

ISSUE 8C: What should be the effective date of the 2026 Storm Protection Plan Cost Recovery Clause factors for billing purposes for FPUC?

OPC: The effective date of any Commission approved SPPCRC billing factors should be effective no sooner than the first day of the first billing cycle for January 2026.

ISSUE 8D: What should be the effective date of the 2026 Storm Protection Plan Cost Recovery Clause factors for billing purposes for DEF?

OPC: The effective date of any Commission approved SPPCRC billing factors should be effective no sooner than the first day of the first billing cycle for January 2026.

ISSUE 9A: Should the Commission approve revised tariffs reflecting the 2026 Storm Protection Plan Cost Recovery Clause factors determined to be appropriate in this proceeding for FPL?

OPC: The tariffs ultimately approved should be based on costs deemed reasonable or prudent in a hearing.

ISSUE 9B: Should the Commission approve revised tariffs reflecting the 2026 Storm Protection Plan Cost Recovery Clause factors determined to be appropriate in this proceeding for TECO?

OPC: The tariffs ultimately approved should be based on costs deemed reasonable or prudent in a hearing.

ISSUE 9C: Should the Commission approve revised tariffs reflecting the 2026 Storm Protection Plan Cost Recovery Clause factors determined to be appropriate in this proceeding for FPUC?

OPC: The tariffs ultimately approved should be based on costs deemed reasonable or prudent in a hearing.

ISSUE 9D: Should the Commission approve revised tariffs reflecting the 2026 Storm Protection Plan Cost Recovery Clause factors determined to be appropriate in this proceeding for DEF?

OPC: The tariffs ultimately approved should be based on costs deemed reasonable or prudent in a hearing.

ISSUE 10: Should this docket be closed?

No position.

5. STIPULATED ISSUES

None at this time.

6. PENDING MOTIONS

None at this time.

7. STATEMENT OF PARTY'S PENDING REQUESTS OR CLAIMS FOR CONFIDENTIALITY

There are no pending requests or claims for confidentiality filed by OPC.

8. OBJECTIONS TO QUALIFICATION OF WITNESSES AS AN EXPERT

OPC has no objections to the qualification of any witnesses as an expert in the field in which they pre-filed testimony as of the present date.

9. SEQUESTRATION OF WITNESSES

OPC does not request the sequestration of any witnesses at this time

10. **STATEMENT OF COMPLIANCE WITH ORDER ESTABLISHING PROCEDURE**

There are no requirements of the Order Establishing Procedure with which the Office of Public Counsel cannot comply.

Dated this 17th day of October, 2025.

Respectfully submitted,

Walt Trierweiler
Public Counsel

/s/ Charles J. Rehwinkel
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CERTIFICATE OF SERVICE
DOCKET NO. 20250010-EI

I **HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished by electronic mail on this 17th day of October, 2025, to the following:

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