FPL

Maria Jose Moncada
Senior Attorney
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420
(561) 304-5795
(561) 691-7135 (Facsimile)
Email : maria.moncada@fpl.com

August 25, 2021

VIA HAND DELIVERY
Mr. Adam Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Re: Docket No. 20210015-EI

Dear Mr. Teitzman:

I attach for filing in the above referenced docket Florida Power & Light Company's ("FPL") non-confidential responses to the Staff of the Florida Public Service Commission's Seventh Data Request (Nos. 1-18). Under separate cover, FPL is filing a Request for Confidential Classification for its response to Staff's Seventh Data Request No. 18.

Please contact me if you or your Staff has any questions regarding this filing.

Sincerely,

/s/ Maria Jose Moncada
Maria Jose Moncada
Senior Attorney
Fla. Bar No. 0773301

Enclosure

CERTIFICATE OF SERVICE
20210015-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail this 25th day of August 2021 to the following parties:

Suzanne Brownless
Bianca Lherisson
Shaw Stiller
Florida Public Service Commission
Office of the General Counsel
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
sbrownle@psc.state.fl.us
blheriss@psc.state.fl.us
sstiller@psc.state.fl.us

Office of Public Counsel
Richard Gentry
Patricia A. Christensen
Anastacia Pirrello
c/o The Florida Legislature
111 W. Madison St., Rm 812
Tallahassee FL 32399-1400
gentry.richard@leg.state.fl.us
christensen.patty@leg.state.fl.us
pirrello.anastacia@leg.state.fl.us
Attorneys for the Citizens of the State of Florida

James W. Brew
Laura Wynn Baker
Joseph R. Briscar
Stone Mattheis Xenopoulos & Brew, PC
1025 Thomas Jefferson St, NW
Suite 800 West
Washington, D.C. 20007
jbrew@smxblaw.com
lwb@smxblaw.com
jrb@smxblaw.com
Attorneys for Florida Retail Federation

Jon C. Moyle, Jr.
Karen A. Putnal
Moyle Law Firm, P.A.
118 North Gadsden Street
Tallahassee, Florida 32301
jmoyle@moylelaw.com
kputnal@moylelaw.com
mqualls@moylelaw.com
Attorneys for Florida Industrial Power Users Group

Barry A. Naum
SPILMAN THOMAS & BATTLE, PLLC
1100 Bent Creek Boulevard, Suite 101
Mechanicsburg, PA 17050
bnaum@spilmanlaw.com
Attorney for Walmart

Stephanie U. Eaton
SPILMAN THOMAS & BATTLE, PLLC
110 Oakwood Drive, Suite 500
Winston-Salem, NC 27103
seaton@spilmanlaw.com
Attorney for Walmart

George Cavros
Southern Alliance for Clean Energy
120 E. Oakland Park Blvd., Suite 105
Fort Lauderdale, Florida 33334
george@cavros-law.com
Attorney for Southern Alliance for Clean Energy

Nathan A. Skop, Esq.
420 NW 50th Blvd.
Gainesville, FL 32607
n_skop@hotmail.com
Attorney for Mr. & Mrs. Daniel R. Larson

Katie Chiles Ottenweller
Southeast Director
Vote Solar
838 Barton Woods Road
Atlanta, GA 30307
katie@votesolar.org
Attorney for Vote Solar

William C. Garner
Law Office of William C. Garner, PLLC
3425 Bannerman Road
Unit 105, #414
Tallahassee, FL 32312
bgarner@wcglawoffice.com
Attorney for The CLEO Institute Inc.

Thomas A. Jernigan, GS-13, DAF
AFIMSC/JA
Holly L. Buchanan, Maj, USAF AF/JAOE-ULFSC
Robert J. Friedman, Capt., USAF
Arnold Braxton, TSgt, USAF
Ebony M. Payton
Scott L. Kirk, Maj, USAF
139 Barnes Drive, Suite 1
Tyndall Air Force Base, Florida 32403
ULFSC.Tyndall@us.af.mil
thomas.jernigan.3@us.af.mil
Holly.buchanan.1@us.af.mil
robert.friedman.5@us.af.mil
arnold.braxton@us.af.mil
ebony.payton.ctr@us.af.mil
scott.kirk.2@us.af.mil
Attorneys for Federal Executive Agencies

Bradley Marshall
Jordan Luebkemann
Earthjustice
111 S. Martin Luther King Jr. Blvd.
Tallahassee, Florida 32301
bmarshall@earthjustice.org
jluebkemann@earthjustice.org

Christina I. Reichert
Earthjustice
4500 Biscayne Blvd., Ste. 201
Miami, FL 33137
creichert@earthjustice.org
flcaseupdates@earthjustice.org
Attorneys for Florida Rising, Inc.
League of United Latin American Citizens of Florida
Environmental Confederation of Southwest Florida, Inc.

Floyd R. Self, B.C.S.
Berger Singerman, LLP
313 North Monroe Street, Suite 301
Tallahassee, FL 32301
fself@bergersingerman.com

T. Scott Thompson, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
555 12th Street NW, Suite 1100
Washington, DC 20004
SThompson@mintz.com
Attorneys for Florida Internet and Television Association, Inc.

Robert Scheffel Wright
John T. LaVia, III
Gardner, Bist, Bowden, Dee, LaVia, Wright & Perry, P.A.
1300 Thomaswood Drive
Tallahassee, Florida 32308
schef@gbwlegal.com
jlavia@gbwlegal.com
Attorneys for Floridians Against Increased Rates, Inc.

By: *_/s/ Maria Jose Moncada_*
Maria Jose Moncada
Fla. Bar No. 0773301

QUESTION:

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.

RESPONSE:

a. No, there was no cap on the unfunded increase to the storm reserve negotiated by the parties to the Settlement Agreement.

b. See subpart (a).

QUESTION:
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

RESPONSE:
As-filed CILC/CDR credits were proposed to decrease by 33% from present levels as shown in MFR E-14 Attachment 7 for 2022 and 2023. The table below provides the present and projected levels for retaining the CILC/CDR credits at their current levels through 2023 and adjustments for SoBRA through the settlement term. These amounts and their associated program expenses will continue to be recovered through the ECCR clause.

Settlement Present and Proposed CILC/CDR Credits:

Time Period	Total ($)	Change ($)	Notes
Present	$74,506,795		
2022	$75,209,330	$702,535	Addition of Gulf Rider CL
2023	$77,237,022	$2,027,692	Higher forecast of CILC/ CDR kW
2024	$78,463,546	$1,226,524	Increase for SoBRA
2025	$79,689,931	$1,226,385	Increase for SoBRA

QUESTION:
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.

RESPONSE:
The cost cap was developed by reviewing the expected solar installation costs, including the expected costs of the solar builds proposed for 2022 and 2023 in FPL's rate case filing.

The categories of costs in the $1,250/kWac cost cap include the PV array, transmission/interconnection/integration costs, land and easements (subject to adjustment for previously held property as described in the proposed Settlement Agreement), and AFUDC (if applicable). As described in Exhibit MV-3, the PV array costs include items such as panels, racking and posts, collection, EPC costs, and development / management expenses. Transmission costs include generator step-up transformers, substation materials, and contractor scope.

QUESTION:
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.

RESPONSE:

a. As noted in FPL's response in Docket 20190061 to Staff's First Set of Interrogatories No. 65, allowing for the operational flexibility to alter the allocations over the life of the program to meet changing customer attitudes and behaviors ensures that unused subscriptions are transferred to and used by those who wish to participate. FPL monitors enrollment growth, subscription churn, and waitlisted subscription requests and would utilize this information to determine if the allocations are meeting the needs of customers. In the event it is determined that a significant portion of an allocation is sitting unsubscribed while another portion has an extensive waitlist, FPL may determine it is necessary to reallocate. In which case, and as discussed in Docket 20190061, Staff's First Set of Interrogatories No. 65, FPL would notify the Commission Staff of the change.

b. Similar to the customer class reallocation discussed above, if the data indicates that subscriptions are unused, and there is demand for subscriptions with other customers, then FPL would consider making an adjustment. Any adjustment would include notification to the Commission.

c. See response to subpart b. above.

QUESTION:
Please refer to paragraph 21 of the Settlement Agreement. Under what circumstances, if any, could the Commission end the Asset Optimization Program?

RESPONSE:
The Commission will have the ability to review the program parameters every four years in the Fuel and Purchased Power Cost Recovery Clause docket. The Commission has the authority to approve program modifications as part of a clause proceeding.

QUESTION:
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.

RESPONSE:
a. No, nothing in the Settlement Agreement would prevent FPL from participating in other newly developed incentive mechanisms during the Settlement Term.

b. No. However, as discussed in more detail in the response to Staff's Fourteenth Set of Interrogatories No. 185, the Generating Performance Incentive Factor ("GPIF") and the Incentive Mechanism are different programs that focus on different activities. The incentives for GPIF and the Incentive Mechanism do not overlap.

QUESTION:
Please refer to paragraph 21(iii) of the Settlement Agreement. Explain how the $42.5 million threshold was determined.

RESPONSE:
As with other parameters in the settlement, the $42.5 million sharing threshold was established through negotiations with the signatories to the agreement. With any settlement, there are gives and takes and the threshold value was established as part of the broader set of negotiations.

QUESTION:
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?

RESPONSE:
The Commission will have the ability to review the program parameters every four years in the Fuel and Purchased Power Cost Recovery Clause docket.

QUESTION:
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

RESPONSE:
a. The pilot program was included as part of FPL's original request.

b. Please refer to Exhibit MV-6 describing the EVolution pilot.

c. FPL is not seeking any incremental revenues to those contained in paragraph 4 of the Proposed Settlement Agreement for purpose of recovering EVolution pilot program costs. The Company will cover any revenue requirements associated with the EVolution pilot program during the settlement term in the same way that other (non-SoBRA) revenue requirements incurred during the term are recovered. FPL will reflect all EVolution pilot program costs in rate base and expenses in net operating income in its monthly earnings surveillance report. This has the effect of increasing the expenses included in net operating income and the net investment included in rate base.

d. The FPL Evolution pilot will run through 2022. The terms of the site host agreements are detailed in *FPL's response to SACE's First Set of Interrogatories, No. 28*.

e. FPL does not anticipate that the Commission would modify or end this pilot once approved, but nothing in this pilot purports to limit or alter the Commission's jurisdiction and authority.

f. FPL's planned reporting for the Evolution pilot is detailed in *FPL's response to SACE's First Set of Interrogatories, No. 32.*

QUESTION:
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.

RESPONSE:

a. The Public Fast Charging Program ("Fast Charge Program" or "Program") was not included as part of FPL's original request. The Program will support the growth of electric vehicles ("EVs") and expand access to public fast charging by deploying utility-owned DC fast charging stations along highways and in downtown urban areas in FPL's service area. FPL's highway fast chargers will allow drivers to plug in every 40-50 miles along major highways and corridors to enable long distance driving and give EV drivers more range confidence. Urban fast charge stations would be positioned in downtown urban areas, with an emphasis on underserved communities, to provide access to charging for residents of multi-unit dwelling units who may not have access to charge at home. The Program will be conducted in partnership with interested host sites and FPL will originate, design, procure, permit, install, own, operate and provide maintenance to the Electric Vehicle Supply Equipment (EVSE).

   FPL's Fast Charge Program stands to benefit both EV drivers and the general body by ensuring EVSE is deployed in a way that:

i. Expands access to EVSE by filling gaps, with a focus on equitable access, access in underserved areas, rural areas and emergency or evacuation routes
ii. Ensures evacuation routes along primary and secondary highway corridors are adequately served and resilient to ensure storm support
iii. Optimizes the grid to better manage network congestion and reduce grid stabilization costs
iv. Supports high reliability and resiliency and long-term ownership of this new critical infrastructure for the public
v. Encourages transportation electrification in FPL's service area, benefitting all customers through reduced carbon emissions and improved air and noise quality ensuring Florida remains a beautiful place to live, work and raise a family for decades to come, and
vi. EVs can benefit all customers as the additional electricity demand from EVs, added to the grid in an efficient manner, puts downward pressure on rates for all customers.

Revenues will be collected under FPL's UEV tariff approved in Docket 20200170-EI, which establishes a rate for utility-owned public EV fast charging stations.

b. The total investment in the Public Fast Charging Program is forecast to be $100 million over the four-year period 2022-2025. FPL does not have a detailed cost-estimate schedule at this time. As part of the Evolution pilot detailed in paragraph 22(i) of the Proposed Settlement Agreement, FPL is constructing a limited number of DC fast-charging stations intended to provide learnings around installation, operations, and maintenance of DC fast-charging stations and inform FPL's projections for capital and O&M deployment under this Program. FPL began those efforts in 2019 and expects to complete the remaining origination and development activities by year-end.

c. FPL is not seeking any incremental revenues to those contained in paragraph 4 of the Proposed Settlement Agreement for purposes of recovering Public Fast Charging pilot program costs. The Company will cover any revenue requirements associated with the Public Fast Charging pilot program during the settlement term in the same way that other (non-SoBRA) revenue requirements incurred during the term are recovered. FPL will reflect all Public Fast Charging pilot program infrastructure costs in rate base and expenses in net operating income in its monthly earnings surveillance report. This has the effect of increasing the expenses included in net operating income and the net investment included in rate base.

d. The Program will expire four years from the effective date of the Program, unless extended by approval of the Commission. The term for Site Host Agreement will be 10 years.

e. FPL does not anticipate that the Commission would modify or end this pilot once approved, but nothing in this pilot purports to limit or alter the Commission's jurisdiction and authority.

f. FPL plans to follow the reporting requirements established by the Commission for the UEV tariff approved in Docket No. 20200170-EI. As referenced in Order No. PSC-2020-0512-TRF-EI, "During the pilot period, FPL shall file annual reports by January 30 providing capital and operating costs, revenue requirements, revenues collected, and energy sales of its utility-owned fast charging stations. FPL shall also collect data regarding charging times to measure time of use and demand for its utility-owned fast charging stations and shall include this information in the annual report. The first annual report is due January 30, 2022, for the reporting period January through December 2021. In addition, FPL shall evaluate and provide any updates to the market rates, i.e., rates charged by non-utility EV charging providers, to maintain consistency with the market rates. The information collected by FPL will allow our staff, and interested parties, to monitor the development of EV charging under the UEV tariff and ultimately determine a cost-based rates." The annual reports will be filed in Docket No. 20200170-EI.

QUESTION:
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

RESPONSE:
a. The Residential EV Charging Services Pilot ("Pilot") was not included as part of FPL's original request. The Pilot is a voluntary tariff for residential customers who desire an in-home EV charging service through the installation of FPL owned, operated and maintained electric vehicle supply equipment ("EVSE"). Each participating customer ("Participant") will have the option to select a Full Installation or Equipment Only Installation service offering (detailed below) and will pay the applicable flat rate on their monthly electric bill ("Monthly Service Payment").

   Currently, customers bear the burden of identifying EVSE solutions, soliciting a contractor, negotiating the terms of a final contract, paying up-front for or financing the solution, and making arrangements for monitoring, maintenance and repair after the EVSE is installed. Under the Tariff, the Participant will select Full Installation or Equipment Only Installation service and execute an Optional Residential Electric Vehicle Charging Agreement ("Agreement") and will receive:

- Unlimited off-peak charging at home for one EV
- FPL will design, procure, install, own, operate and provide maintenance to EVSE for one EV, including a Level 2 charger.
- FPL will provide maintenance to the applicable EVSE and inspect and repair EVSE that is not properly operating
- FPL has the ability to remotely control charging session schedules and/or curtail the energy delivered by the EVSE at any time
- Smart charging with FPL mobile application

The Pilot makes it easier and more affordable to go electric, Participant benefits include:

- Faster (compared to level 1), more convenient charging at home
- No upfront cost necessary
- Hassle-free installation with design flexibility
- Unlimited off-peak charging with ability to charge on peak if needed
- FPL app provides control and visibility (defaults to off-peak charging)

The Pilot is designed to be CPVRR neutral to the general body and will benefit customers in multiple ways, including:

- Enables FPL to gather data and learnings to ensure FPL is prepared for mass EV adoption and future EV investments enhance service and reduce costs
- Pilot rewards Participants with savings for charging off-peak, thus reducing system peak (managed charging)
- Allows FPL to test direct load control and help inform FPL's managed charging approach (Agreement includes FPL's ability to remotely control and/or curtail charging)
- Encourages EV adoption in FPL's service area, benefitting all customers through reduced carbon emissions and improved air and noise quality ensuring Florida remains a beautiful place to live, work and raise a family for decades to come, and
- EVs can benefit all customers as the additional electricity demand from EVs, added to the grid in an efficient manner, puts downward pressure on rates for all customers.

b. See Attachment No. 1 to this response.

c. FPL is not seeking any incremental revenues to those contained in paragraph 4 of the Proposed Settlement Agreement for purpose of recovering Residential EV Charging Services pilot program costs. The Company will cover any revenue requirements associated with the Residential EV Charging Services pilot program during the settlement term in the same way that other (non-SoBRA) revenue requirements incurred during the term are recovered. FPL will reflect all Residential EV Charging Services pilot program costs in rate base and expenses in net operating income in its monthly earnings surveillance report. This has the effect of increasing the expenses included in net operating income and the net investment included in rate base.

d. Yes; both Full Installation and Equipment Only Installation Monthly Service Payments were designed to recover all costs and expenses over the life of the assets and be CPVRR neutral to the general body of ratepayers over the applicable term.
e. The Pilot will expire four years from the effective date of the program, unless extended by approval of the Commission. Service under this tariff will be provided for a ten-year term, as specified in the Agreement. No new Agreements will be executed following the expiration of the tariff.

f. FPL does not anticipate that the Commission would modify or end this pilot once approved, but nothing in this pilot purports to limit or alter the Commission's jurisdiction and authority.

g. FPL intends to share key learnings and insights at the end of the program (as discussed in Staffs Fifth Data Request No: 19). Specific metrics will be established as the program progresses.

Residential EV Charging Pilot
Schedule of Projected Program Costs

	2022	**2023**	**2024**	**2025**
Capital Expenditures	972,054	3,128,215	7,820,538	11,730,808
Operating Expenses	1,054,166	515,359	840,893	1,281,671

QUESTION:
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.

RESPONSE:

a. The Commercial EV Charging Services Pilot ("Pilot" or "OCEVS Pilot") was not included as part of FPL's original request. The OCEVS Pilot is a voluntary tariff for Commercial customers who have electric vehicle(s) ("EV") in their fleet and who desire EV charging services through the installation of FPL owned, operated and maintained electric vehicle supply equipment ("EVSE") on a customer's premise. Each participating customer ("Participant") will pay a fixed, customer-specific monthly charge ("Monthly Service Payment"), established via a formula-based rate designed to recover all costs and expenses over the life of the assets and be CPVRR neutral to the general body over applicable term.

   Currently, customers bear the burden of identifying EVSE solutions, soliciting a contractor, negotiating the terms of a final contract, paying up-front for or financing the solution, and making arrangements for monitoring, maintenance and repair after the EVSE is installed. Under the Tariff, FPL will work with Participants to conduct an evaluation of Participants specific service needs and execute an Commercial Electric Vehicle Charging Services Agreement ("Agreement") setting forth the Monthly Service Charge and scope of work, including:

- FPL will design, procure, install, own, operate and provide maintenance to EVSE
- FPL will provide maintenance to the applicable EVSE and inspect and repair EVSE that is not properly operating
- FPL has the ability to remotely control charging session schedules and/or curtail the energy delivered by the EVSE at any time

Electing to participate in an FPL-provided EV service offering will allow Participants to focus their personnel and capital on core business functions while receiving a reliable and affordable way to charge fleet EVs that benefits from FPL's expertise, best-in-class installation methods, and economies of scale. The pilot is designed to be CPVRR neutral to the general body and will benefit customers in multiple ways, including:

- Enables FPL to gather data and learnings to ensure FPL is prepared for mass EV adoption and future EV investments enhance service and reduce costs
- Allows FPL to test direct load control and help inform FPL's future approach to managed charging (Agreement includes FPL's ability to remotely control and/or curtail charging)
- Encourages fleet transportation electrification in FPL's service area, benefitting all customers through reduced carbon emissions and improved air and noise quality ensuring Florida remains a beautiful place to live, work and raise a family for decades to come, and
- EVs can benefit all customers as the additional electricity demand from EVs, added to the grid in an efficient manner, puts downward pressure on rates for all customers.

b. FPL does not have a detailed cost-estimate schedule at this time. As part of the Evolution pilot detailed in paragraph 22(i) of the Settlement Agreement, FPL is executing a limited number of EVSE projects with fleet customers intended to provide learnings around installation, operations, and maintenance of EVSE for fleets and inform FPL's projections for capital and O&M deployment under this program. FPL began those efforts in 2021 and is in ongoing discussions with commercial and municipal customers with the majority of deployments expected to occur in the first half of 2022. Once FPL has successfully executed those projects, FPL intends to recruit customers for the OCEVS Pilot beginning in 2022. Program uptake will depend on technical, economic, and operational feasibility of electrification and fleet vehicle availability among other factors.

c. FPL is not seeking any incremental revenues to those contained in paragraph 4 of the Proposed Settlement Agreement for purpose of recovering Commercial EV Charging Services pilot program costs. The Company will cover any revenue requirements associated with the Commercial EV Charging Services pilot program during the settlement term in the same way that other (non-SoBRA) revenue requirements incurred during the term are recovered. FPL will reflect all Commercial EV Charging Services pilot program costs in rate base and expenses in net operating income in its monthly earnings surveillance report. This has the effect of increasing the expenses included in net operating income and the net investment included in rate base.

d. The OCEVS Pilot will expire four years from the effective date of the program, unless extended by approval of the Commission. Service under this tariff will be provided for a ten-year term, as specified in the Agreement. No new Agreements will be executed following the expiration of this Rider.

e. FPL does not anticipate that the Commission would modify or end this pilot once approved, but nothing in this pilot purports to limit or alter the Commission's jurisdiction and authority.

f. FPL intends to share key learnings and insights at the end of the program (as discussed in Staffs Fifth Data Request No.: 20). Specific metrics will be established as the program progresses.

<u>QUESTION</u>:
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.

<u>RESPONSE</u>:

a. The New Technologies and Software initiative ("EV Tech" or "Pilot") was not included as part of FPL's original request. The electric vehicle ("EV") market is rapidly evolving and FPL needs to be prepared for future advancements. FPL plans to deploy limited pilots designed to evaluate and test new EV emerging technologies and software. The EV Tech pilots will benefit all customers by ensuring new technology is safely integrated in ways that enhance service and resiliency. In addition, FPL will implement software upgrades, including the FPL Evolution App, and systems enhancements to provide a streamlined customer experience in support of the EV programs identified in paragraphs 22(i-vi) of the Settlement Agreement.

b. The total investment in the Pilot is forecast to be $20 million over the four-year period 2022-2025. A detailed schedule is not available; FPL will develop schedule and cost estimates as specific pilot technologies are evaluated.

c. FPL is not seeking any incremental revenues to those contained in paragraph 4 of the Proposed Settlement Agreement for purpose of recovering New Technologies and Software pilot program costs. The Company will cover any revenue requirements associated with the New Technologies and Software pilot program during the settlement term in the same way that other (non-SoBRA) revenue requirements incurred during the term are recovered. FPL will reflect all New Technologies and Software pilot program costs in rate base and expenses in net operating income in its monthly earnings surveillance report. This has the effect of increasing the expenses included in net operating income and the net investment included in rate base.

d. FPL does not anticipate that the Commission would modify or end this pilot once approved, but nothing in this pilot purports to limit or alter the Commission's jurisdiction and authority.

e. FPL intends to share key learnings and insights at the end of the program. Metrics will be dependent on the technologies selected.

QUESTION:
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.

RESPONSE:
a. The Education and Awareness program (“Program”) was not included as part of FPL’s original request. As stated in 22(vi), FPL will complement its EV programs by adding components that increase awareness and educate customers about the choice to go electric. Such components may include but are not limited to:

   i. creating school curriculums at all levels, from engaging EV awareness and education for school children to providing training programs,
   ii. promoting EV and infrastructure adoption at events such as sustainability conferences, earth days, home shows, and green markets;
   iii. establishing automaker/OEM and dealer partnerships to build EV awareness and drive sales; and
   iv. providing resources and tools (i.e., informational webpages and vehicle comparison tools) to inform consumers of electric vehicle benefits.

According to a study by the Edison Electric Institute, Utilities are the second-most trusted source of information on EVs after Consumer Reports (car dealers are last). By playing an active role with customers, FPL can accelerate the growth of the EV market. Transportation electrification benefits all customers through reduced carbon emissions and improved air and noise quality, ensuring Florida remains a beautiful place to live, work and raise a family for decades to come. Importantly, EVs can benefit all customers as the additional electricity demand from EVs, added to the grid in an efficient manner, puts downward pressure on rates for all customers.

b. The total investment in this Education and Awareness program is forecast to be $5 million over the four-year period 2022-2025. A detailed schedule is not available; FPL will create a schedule and cost estimates as specific programs and components are developed.

c. FPL is not seeking any incremental revenues to those contained in paragraph 4 of the Proposed Settlement Agreement for purpose of recovering Education and Awareness pilot program costs. The Company will cover any revenue requirements associated with the Education and Awareness pilot program during the settlement term in the same way that other (non-SoBRA) revenue requirements incurred during the term are recovered. FPL will reflect all Education and Awareness pilot program costs in rate base and expenses in net operating income in its monthly earnings surveillance report. This has the effect of increasing the expenses included in net operating income and the net investment included in rate base.

d. FPL does not anticipate that the Commission would modify or end this pilot once approved, but nothing in this pilot purports to limit or alter the Commission's jurisdiction and authority.

e. FPL intends to share key learnings and insights at the end of the program. Metrics will be dependent on the programs and components developed.

f. FPL is proactively proposing to create a school curriculum and would work with school districts to address their specific needs. FPL does receive requests to support STEM education initiatives at schools within FPL's service territory.

g. FPL has historically supported requests from customers and organizations to participate in events and activities that engage customers and encourage EV adoption. Using 2019 (a non-COVID year) as an example, FPL supported ~35 events, including ride and drives, Earth Day events (including schools and universities), National Drive Electric week, car shows, and home shows. The annual spend to support these events has been minimal and these costs have been included in annual O&M costs.

QUESTION:
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.

RESPONSE:

a. The Solar Power Facilities Pilot Rider was not included as a part of the original request. As described in Tariff Sheet 8.939 to 8.940, this optional rider is available on a voluntary basis to Non-Residential Customers who desire the installation and maintenance of solar structures such as solar trees and solar canopies, and related equipment, such as lighting and batteries. The customer's monthly service payment will be for a 10-year period. Participants will be charged all the costs associated with the project installed at their location. Non-participants will not be affected by installations under this program.

b. The pilot program intends to build off interest generated from the successful implementation of FPL's SolarNow Program. FPL does not have a detailed cost-estimate schedule at this time. FPL is just beginning its evaluations of customer interests, initiating discussions with commercial and municipal customers. That will inform FPL's projections for developing capital and O&M deployment under this program.

c. FPL is not seeking any incremental revenues to those contained in paragraph 4 of the Proposed Settlement Agreement for purpose of recovering Solar Power Facilities pilot program costs. The Company will cover any revenue requirements associated with the Solar Power Facilities pilot program during the settlement term in the same way that other (non-SoBRA) revenue requirements incurred during the term are recovered. FPL will reflect all Solar Power Facilities pilot program costs in rate base and expenses in net operating income in its monthly earnings surveillance report. This has the effect of increasing the expenses included in net operating income and the net investment included in rate base.

d. The Solar Power Facilities Pilot will expire four years from the effective date of the program, unless extended by approval of the Commission. Service under this tariff will be provided for a ten-year term, as specified in the Agreement. No new Agreements will be executed following the expiration of this Rider.

e. FPL does not anticipate that the Commission would modify or end this pilot once approved, but nothing in this pilot purports to limit or alter the Commission's jurisdiction and authority.

f. FPL anticipates filing a report at the end of the pilot, and can share key learnings and insights including data on the number of participants, type of projects selected and installed, total capital invested, and customer interest in extending the program beyond the original four year term.

QUESTION:
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?

RESPONSE:
Any customer who installs a grid-tied solar structure under this pilot tariff would participate in FPL's traditional Net Metering program. All such customers would be subject to the requirements and limitations of the existing Net Metering rule (Rule 25-6.065, F.A.C.) and related tariff provisions. FPL does not anticipate any systems with a solar capacity in excess of 2 MW.

QUESTION:
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.

RESPONSE:
a. Estimated annual capital and O&M expenditures for the Green Hydrogen pilot program are provided in Attachment No. 1 to this response.

b. FPL is not seeking any incremental revenues to those contained in paragraph 4 of the Proposed Settlement Agreement for purpose of recovering Green Hydrogen pilot program costs. The Company will cover any revenue requirements associated with the Green hydrogen pilot program during the settlement term in the same way that other (non-SoBRA) revenue requirements incurred during the term are recovered. FPL will reflect all Green Hydrogen pilot program costs in rate base and expenses in net operating income in its monthly earnings surveillance report. This has the effect of increasing the expenses included in net operating income and the net investment included in rate base.

c. FPL does not anticipate that the Commission would modify or end this pilot once approved, but nothing in this pilot purports to limit or alter the Commission's jurisdiction and authority.

d. FPL anticipates filing a report at the end of the pilot and can share key learnings and insights including data on total solar energy for hydrogen production, hydrogen production efficiency and actual O&M expense.

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Hydrogen Pilot Estimated Annual Capital and O&M Expenditures

Expense	2021	2022	2023	2024-2033
Capital	$ 2,000,000	$ 25,000,000	$ 38,000,000	-
O&M	-	-	-	$ 800,000

Note: The O&M estimate is per annum over the ten year operating period.

QUESTION:
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.

RESPONSE:

a. The Smart Panel pilot was not included in FPL's original request in Docket No. 20210015. The pilot is intended to evaluate the feasibility and customer receptivity of utilizing smart electrical panels in customer homes to provide the following benefits: empower customers with circuit-level energy usage data, enable customers to schedule or otherwise control end-uses through an integrated mobile app, and provide the ability for FPL to monitor and control end-use loads in various testing scenarios and under peak load conditions as necessary to evaluate the overall performance of the equipment. In addition to a $100 bill credit for participating in the pilot, customers will receive, at no cost, installation of smart electrical panel equipment necessary to enable the objectives described above. The ultimate objective of the program is to provide learnings that may improve FPL's ability to manage load and otherwise enhance the Company's demand-side management program for the benefit of all customers, including non-participants.

b. The smart electrical panel device (smart panel) is an advanced technology electrical panel containing "smart" breakers allowing energy usage monitoring and on/off scheduling and control of customer's individual electrical circuits via a mobile app or web portal. Smart panels may replace the entire electrical panel or exist as a companion panel to an existing electrical panel depending on the manufacturer and design. When coupled with distributed energy resources like solar with storage and electric vehicles, certain smart panels can dynamically control end-use loads to optimize the utilization of these energy resources. For this pilot, FPL also intends to evaluate the feasibility of utilizing the smart meter network as a communications channel for controlling end-use loads like air conditioning, heating, water heating and pool pumps, as available.

c. FPL intends to leverage existing smart grid technologies for expansion into the home for the smart panel pilot. This technology includes multiple layers of security including: encryption to authenticate devices participating on the network as well as to provide confidentiality and integrity of data traversing the network; safeguards for device firmware including cryptographically signed firmware images; and extensive use of Public Key Infrastructure (PKI) to protect, issue and manage keys and certificates that support secure communications. Additional security investments may be made through device and software penetration testing.

d. Please see confidential Attachment No. 1 to this response.

e. FPL is not seeking any incremental revenues to those contained in paragraph 4 of the Proposed Settlement Agreement for purpose of recovering Smart Panel pilot program costs. The Company will cover any revenue requirements associated with the Smart Panel pilot program during the settlement term in the same way that other (non-SoBRA) revenue requirements incurred during the term are recovered. FPL will reflect all Smart Panel pilot program costs in rate base and expenses in net operating income in its monthly earnings surveillance report. This has the effect of increasing the expenses included in net operating income and the net investment included in rate base.

f. FPL intends to recruit customers and install smart panels beginning in 2022 through December 2023. Depending on the number of customers participating in the pilot at the end of 2023, new customer participation may be extended but total participation will not exceed 1,000 total customers.

g. FPL does not anticipate that the Commission would modify or end this pilot once approved, but nothing in this pilot purports to limit or alter the Commission's jurisdiction and authority.

h. FPL would agree to share statistics on customer participation and satisfaction as available as well as other information of interest to the Commission.

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Tab 1 of 1

FPL 070636
20210015-EI

FPL Smart Panel Pilot Budget Projection								
Category	**Type**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
Equipment Procurement and Installation	Capital	[redacted]						
Software/Mobile App Development	Capital							
Customer Service Support	O&M							
Licensing Fee	O&M							
Maintenance	O&M							
Marketing	O&M							
Customer Incentive	O&M							
Results Evaluation	O&M							
Total Expenditure								

DECLARATION

I, Robert E. Barrett, sponsored the answer to Data Request No. 1 from Staff's Seventh Data Request to Florida Power & Light Company in Docket No. 20210015-EI, and the responses are true and correct based on my personal knowledge.

Under penalty of perjury, I declare that I have read the foregoing declaration and the interrogatory answer identified above, and that the facts stated therein are true.

Robert Barrett

Robert E. Barrett

Date: 08/23/2021

DECLARATION

I, Tiffany C. Cohen, sponsored the answer to Data Request No. 2 from Staff's Seventh Data Request to Florida Power & Light Company in Docket No. 20210015-EI, and the responses are true and correct based on my personal knowledge.

Under penalty of perjury, I declare that I have read the foregoing declaration and the interrogatory answer identified above, and that the facts stated therein are true.

Tiffany Cohen
____
Tiffany C. Cohen

Date:
___8/23/2021______________________

DECLARATION

I, Matthew Valle, sponsored the answers to Data Request Nos. 3-4 and 16, and co-sponsored the answers to Data Request Nos. 9-15 and 17 from Staff's Seventh Data Request to Florida Power & Light Company in Docket No. 20210015-EI, and the responses are true and correct based on my personal knowledge.

Under penalty of perjury, I declare that I have read the foregoing declaration and the interrogatory answers identified above, and that the facts stated therein are true.

Matthew Valle

Date: 8/23/21

DECLARATION

I, Sam Forrest, sponsored the answers to Data Request Nos. 5-8 from Staff's Seventh Data Request to Florida Power & Light Company in Docket No. 20210015-EI, and the responses are true and correct based on my personal knowledge.

Under penalty of perjury, I declare that I have read the foregoing declaration and the interrogatory answers identified above, and that the facts stated therein are true.

Sam Forrest

Date: 8/23/2021

DECLARATION

I, Liz Fuentes, co-sponsored the answers to Data Request Nos. 9-15, 17 and 18, from Staff's Seventh Data Request to Florida Power & Light Company in Docket No. 20210015-EI, and the responses are true and correct based on my personal knowledge.

Under penalty of perjury, I declare that I have read the foregoing declaration and the interrogatory answers identified above, and that the facts stated therein are true.

Liz Fuentes
____
Liz Fuentes

Date: 8/23/2021

DECLARATION

I, Christopher Chapel, co-sponsored the answer to Data Request No. 18 from Staff's Seventh Data Request to Florida Power & Light Company in Docket No. 20210015-EI, and the responses are true and correct based on my personal knowledge.

Under penalty of perjury, I declare that I have read the foregoing declaration and the interrogatory answer identified above, and that the facts stated therein are true.

____
Christopher Chapel

Date: 8.23.21