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Public Service Commission

September 2, 2021

Ms. Maria Moncada
700 University Boulevard
Juno Beach, Florida 33408-0420
Maria.moncada@fpl.com

STAFF'S TENTH 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:

EV Programs – EVolution

1. Please refer to paragraph 22(i) of the Settlement Agreement.
 - a. Provide a copy of any materials being provided to customers.
 - b. Explain why FPL is not able to achieve the objectives of the Pilot by deploying DC Fast chargers under the Public Fast Charging Program.

EV Programs – Public Fast Charging Program

2. Please refer to paragraph 22(ii) of the Settlement Agreement.
 - a. Provide a copy of any materials to be provided to customers.
 - b. Explain why FPL is not able to achieve the objectives of the Pilot by deploying DC Fast chargers under the EVolution Pilot.
3. Please refer to FPL's response to Staff's Seventh Data Request, No. 9b, and Exhibit MV-6.
 - a. Explain why the total estimated costs for Level 2 ports is less than the product of the average cost per port and expected port deployment.
 - b. Explain why the total estimated costs for DC Fast Ports is greater than the product of the average cost per port and expected port deployment.

4. Please refer to FPL's response to Staff's Seventh Data Request, No. 10b. Explain how FPL estimated the costs of the program.

EV Programs – Residential EV Charging Services Pilot

5. Please refer to paragraph 22(iii) of the Settlement Agreement.
 - a. Provide a copy of any materials being provided to customers.
 - b. Identify the electric vehicle service equipment (EVSE) FPL will install under the Pilot. As part of your response provide the EVSE's list price and rated amperage.
 - c. Estimate the total upfront cost FPL expects a non-participant would pay on average to install a circuit and charger comparable to the one FPL will install under the program. As part of your response, explain how FPL calculated the total cost. If FPL is unable to estimate the cost, please provide a sample calculation instead.
 - d. Estimate the total monthly cost a non-participant would pay to charge their vehicle off-peak under the revised Rate Schedule RTR-1. As part of your response, explain how FPL calculated the total monthly cost. If FPL is unable to estimate the cost, please provide a sample calculation instead.
6. Please refer to tariff Sheet No. 9.843.
 - a. Will any assets be installed behind the customer's service meter?
 - b. Identify the statute or rule that gives the Commission jurisdiction over behind-the-meter assets.
 - c. Do Commission rules allow for curtailment of EVSE?
 - d. Explain the impact to the general body of ratepayers after tariff Sheet. No. 8.213 expires, as the term of the Agreement is 10 years.
 - e. Could a customer execute, modify, or assign the Agreement after tariff Sheet No. 8.213 expires?
 - f. Would FPL allow the customer to modify the Agreement before or after it is executed?
 - g. Is there any limitation or reason FPL would not repair the EVSE?
 - h. Identify any other governmental bodies or entities that would have jurisdiction over the Agreement.
 - i. Can FPL disconnect a participant's EVSE due to non-payment of the program charges?
7. Please refer to FPL's response to Staff's Fifth Data Request, No. 19b.
 - a. Provide an updated calculation reflecting the revisions to tariff Sheet No. 8.213.
 - b. Explain how FPL calculated the 10-year levelization factor. As part of your response, please provide supporting calculations.
 - c. Explain how FPL calculated the annual Operation and Maintenance (O&M) costs. As part of your response, please provide supporting calculations and explain why FPL believes the charge is reasonable.
 - d. Explain how FPL calculated the annual General and Administrative (G&A) costs. As part of your response, please provide supporting calculations and explain why FPL believes the charge is reasonable.
 - e. Will FPL revise the program charges for new customers, to reflect variable program costs such as fuel?

8. Please refer to FPL's response to Staff's Seventh Data Request, No. 11a.
 - a. Explain what is meant by "design flexibility."
 - b. Will the EVSE be the same for each participant? If not, why?
9. Please refer to FPL's response to Staff's Seventh Data Request, No. 11b. Please provide a schedule that explains how the capital and operating expenses are calculated per customer.
10. Please refer to FPL's response to Staff's Seventh Data Request, No. 11c.
 - a. Identify the accounts FPL will record the Pilot's costs in.
 - b. Identify the accounts FPL will record the Pilot's revenues in.
 - c. Is the Pilot designed to be net neutral to non-participants?

EV Programs – Commercial EV Charging Services

11. Please refer to paragraph 22(iv) of the Settlement Agreement.
 - a. Provide a copy of any materials being provided to customers.
 - b. Please identify the EVSE FPL will install under the Pilot. As part of your response provide the EVSE's list price and rated amperage.
 - c. Estimate the total upfront cost FPL expects a non-participant would pay on average to install a circuit and charger comparable to the one FPL will install under the program. As part of your response, explain how FPL calculated the total cost. If FPL is unable to estimate the cost, please provide a sample calculation instead.
 - d. Estimate the total monthly cost a non-participant would pay to charge their vehicle off-peak under each applicable general service time of use Rate Schedule. As part of your response, please complete the table below and explain how FPL calculated the total monthly cost. If FPL is unable to estimate the cost, please provide a sample calculation for each general service time of use Rate Schedule instead.

Sheet No.	Rate Schedule	Monthly Cost
GST-1	8.103	
GSDT-1	8.107	
GSLDT-1	8.320	
CST-1	8.340	
GSLDT-2	8.420	
GSLDT-3	8.552	

12. Please refer to tariff Sheet No. 8.942.
 - a. Provide a sample calculation of a Monthly Service Payment, including any assumptions made by FPL. Please utilize the same assumptions that were used in FPL's response to [Question 11d above].
 - b. Explain why the Monthly Service Payment is not the same fixed rate for all commercial customers, considering the Monthly Service Payment will be the same for residential customers under tariff Sheet No. 8.213.

13. Please refer to tariff Sheet No. 9.833.
 - a. Will any assets be installed behind the customer's service meter?
 - b. Explain the impact to the general body of ratepayers after tariff Sheet No. 8.942 expires, as the term of the Agreement is 10 years.
 - c. Could a customer execute, modify, or assign the Agreement after tariff Sheet No. 8.942 expires?
 - d. Would FPL allow the customer to modify the Agreement before or after it is executed?
 - e. Are there any limitation or reasons FPL would not repair the applicable EVSE?
 - f. Identify any other governmental bodies or entities that would have jurisdiction over the Agreement.
 - g. Can FPL disconnect a participant's EVSE due to non-payment of the program charges?
 - h. Identify an applicable law that would restrict a late payment charge to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities.
14. Please refer to FPL's response to Staff's Seventh Data Request, No. 12b. Explain how FPL estimated the costs of the program.
15. Please refer to FPL's response to Staff's Seventh Data Request, No. 12c.
 - a. Identify the accounts FPL will record the Pilot's costs in.
 - b. Identify the accounts FPL will record the Pilot's revenues in.
 - c. Is the Pilot designed for the costs to be net neutral to non-participants?
16. Please refer to FPL's response to Staff's Eighth Data Request, No. 12a. Will the EVSE be the same for each participant? If not, why?

EV Programs – New Technologies and Software

17. Please refer to paragraph 22(v) of the Settlement Agreement. Provide a copy of any materials to be provided to customers.
18. Please refer to FPL's response to Staff's Seventh Data Request, No. 13b. Explain how FPL estimated the costs of the program.

EV Programs – Education and Awareness

19. Please refer to paragraph 22(vi) of the Settlement Agreement. Provide a copy of any materials to be provided to customers.
20. Please refer to FPL's response to Staff's Seventh Data Request, No. 14b.
 - a. Explain how FPL estimated the costs of the program.
 - b. Will FPL place any limit on the type or quantity of programs it intends to offer?
 - c. Will FPL limit program expenditures? If not, why.

Staff's Tenth Data Request

September 2, 2021

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Please file all responses electronically no later than Thursday, September 9, 2021, from the Commission's website at 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