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September 8, 2021

**VIA ELECTRONIC FILING**

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 enclose for filing in the above referenced docket Florida Power & Light Company's ("FPL") responses to the Staff of the Florida Public Service Commission's ("Staff") Ninth Data Request (Nos. 1-11). FPL is concurrently filing a request for confidential classification seeking confidential protection of information included in FPL's response to Staff's Ninth Data Request No. 8.

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

Enclosures

**CERTIFICATE OF SERVICE**

**20210015-EI**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished by electronic mail this 8th day of September 2021 to the following parties:

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

QUESTION:

Please refer to Response No. 18 in Staff's Fifth Data Request and FPL witness Cohen's direct testimony, page 38, lines 1-2, which states that the RTP rate will be closed to new customers. Typically, if a tariff is closed to new customers, while existing customers are able to continue taking service under the tariff, that tariff stays in the tariff book and includes language such as "closed to new customers." The response to the Data Request, however, seems to indicate that current RTP customers would migrate onto the applicable FPL rate schedule. Please clarify and if current RTP customers would migrate, state which FPL rate schedules would be available to them.

RESPONSE:

Under the Proposed Settlement Agreement, FPL will eliminate the Real Time Pricing ("RTP") rate schedule and the RTP rate will no longer be available to either new or existing customers.<sup>1</sup> As explained in the rebuttal testimony of FPL witness Cohen, the existing Gulf RTP customers will be migrated onto the applicable FPL rate schedule that is most advantageous to the customer based on the customer's load and usage characteristics. There currently are 120 existing Gulf RTP customers; however, RTP is not a "rate class" in the traditional sense because the customers within the class possess a wide range of different demand and usage characteristics as explained in the rebuttal testimony of FPL witness Cohen. Therefore, these existing RTP customers will not necessarily be migrated to the same FPL rate schedule(s). Additionally, FPL offers numerous voluntary or optional rates and riders, such as time of use, high load factor, seasonal, and load control, that would be available to these customers. FPL's proposal to eliminate the RTP tariff is fair and reasonable because the program is significantly subsidized by the general body of customers and is not working as intended because most RTP customers do not curtail their load in response to high hourly prices as explained in the rebuttal testimony of FPL witness Cohen.

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<sup>1</sup> FPL's proposal to eliminate the RTP under the Proposed Settlement Agreement is unchanged from the as-filed proposal for unified FPL rates. The proposal on page 38, lines 1-2 of the direct testimony of FPL witness Cohen to close the RTP rate to new customers refers only to standalone Gulf rates in the event the Commission declined to approve FPL's proposal for unified rates.

QUESTION:

Referring to Response No. 6 in Staff's Fifth Data Request, Attachment 1 of 1, please explain why the residential rate class will receive a 1.9 percent reduction in the Settlement target revenue requirement (compared to the as-filed target revenue requirement) while the GSD and GSLD rate classes will receive reductions ranging from 11.7 to 17 percent.

RESPONSE:

The residential rate class was projected to receive a 10% increase in base revenues as filed and will now receive an 8% increase. The GSD and GSLD rate classes were projected to receive 23% and 24% increases respectively, in base revenues as filed and now will receive increases of 9%. The settlement reflects similar base rate increases from present rates for these classes. Additionally, under the percent increase with clauses (MFR E-8) provided to Staff in the Fifth Set of Data Requests No. 2<sup>(1)</sup>, the three rate classes (Residential, GSD, GSLD) all receive increases between 4.6% - 5.4% which is in line with the system average increase of 5.4%.

Multiple parties presented evidence in this case regarding revenue allocation, and each had different proposals for how to allocate the revenue increase to the customer classes. The revenue allocation under the Proposed Settlement Agreement reflects a negotiated compromise of differing and competing positions by parties representing a broad range of interests and customers. The signatory parties agreed to allocate the revenue increase to the customer classes consistent with prior settlements. All rates under the Proposed Settlement Agreement were designed in accordance with the Commission's gradualism principle.

With respect to the residential class under the Proposed Settlement Agreement, the base revenue allocation is approximately 59% which is slightly lower than it has been for the past fifteen years. Additionally, in the Commission-approved 2016 Settlement Agreement, the residential class received nearly a 66% allocation of the increase in base revenue. If the residential class allocation from the 2016 Settlement Agreement had been applied in this case, the residential class would have been allocated an additional \$45 million of revenues as compared to the allocation under the Proposed Settlement Agreement.

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<sup>1</sup> The signatory parties did not agree to a specific cost of service methodology in the Proposed Settlement Agreement and, instead, agreed to a specific allocation of the revenue increase consistent with prior settlement agreements. As a proxy, FPL and Staff agreed that the Minimum Distribution System (MDS) cost of service methodology would be used to estimate the information shown in Columns 9 and 10 of MFR E-8 for the Proposed Settlement Agreement.

QUESTION:

Referring to Paragraph 6(i) of the Settlement, please confirm that, where appropriate, FPL will replace the term “territory” with “area” found on Tariff Sheet Nos. 6.020, 8.213, 8.939, 8.942, 10.305, and any other tariff sheets not listed.

RESPONSE:

Yes, FPL will replace the term “territory” with “area” in all necessary tariff sheets. Additionally, FPL will include these tariff pages, along with any other updates or corrections identified during discovery, in the final tariff book that will be submitted as an administrative compliance filing if the proposed Settlement Agreement is approved.

QUESTION:

Referring to Paragraph 20 of the Settlement, please respond to the following questions regarding SolarTogether:

- a. Please refer to Tariff Sheet Nos. 7.030 and 8.932. Please confirm that FPL will modify Tariff Sheet No. 7.030 to remove the reference that SolarTogether is not available to communities served in the listed counties, upon completion of the necessary billing and enrollment system modifications as described in Tariff Sheet No. 8.932.
- b. Referring to Tariff Sheet No. 8.933, please explain why FPL will now automatically retire renewable energy certificates (RECs) associated with SolarTogether, as opposed to previously doing so only upon customer request.
- c. Please explain how FPL currently handles accumulated RECs when customers do not request the Company to retire them.

RESPONSE:

- a. Yes, FPL will file a modified Tariff Sheet No. 7.030 once the necessary billing and enrollment system modifications described in Tariff Sheet No. 8.932 have been completed.
- b. Per the proposed SolarTogether Tariff provided in the Proposed Settlement Agreement document, FPL will begin automatically retiring all RECs associated with the SolarTogether Program beginning on January 1, 2022. This program simplification ensures all program participants can legally and rightfully claim their renewable energy status without the need to request retirement while simultaneously allowing FPL to streamline the REC retirement processes.
- c. Per FPL's response to Staff's First Set of Interrogatories No. 69, subpart (h) in Docket 20190061-EI, "RECs that are generated by the program but not elected for retirement on behalf of the participant will remain in the possession of FPL on behalf of our customers."

**QUESTION:**

Referring to Paragraph 22(iv) of the Settlement, please respond to the following questions regarding the Commercial Electric Vehicle (EV) Charging Services Pilot, rate schedule OCEVS-1:

- a. In Order PSC-2020-0512-TRF-EI, the Commission approved the GSD-1EV and GSLD-1EV pilot tariffs. Please explain if a customer taking service under the new rate schedule OCEVS-1 could also take service under the GSD-1EV and GSLD-1EV pilot tariffs to avail themselves of the demand limiter mechanism.
- b. Referring to Tariff Sheet Nos. 9.833-9.840, please explain if failure to abide by the terms of the Commercial EV Charging Services Agreement would be cause for disconnect from a customer's primary service.
- c. Referring to Tariff Sheet No. 9.834, under Grant of Access, please explain why it may be necessary for a customer to obtain and provide mortgage subordinations, to protect FPL's right of access.

**RESPONSE:**

- a. Participation in the Commercial Electric Vehicle (EV) Charging Services Pilot ("Pilot") would not preclude a customer from taking service under the GSD-1EV and GSLD-1EV pilot tariffs if the chargers are accessible to the public for commercial or general use, as set forth in the GSD-1EV and GSLD-1EV pilot tariffs.
- b. Please see FPL's response to Staff's Ninth Data Request No. 11.
- c. FPL's ability to provide the charging service under the Tariff is dependent upon FPL's ability to have Access as defined in the Tariff. In the event a customer has a mortgage or other document limiting access to or use of the property, FPL would require a mortgage subordination to ensure Access.



QUESTION:

Referring to Tariff Sheet Nos. 9.843-9.845, please explain if failure to abide by the terms of the Residential EV Charging Services Agreement would be cause for disconnect from a customer's primary service.

RESPONSE:

A customer's failure to abide by the terms of the Residential EV Charging Services Agreement would not be cause for disconnection from a customer's primary service. The provision of the customer's primary service remains subject to FPL's tariff, including all applicable General Rules and Regulations, such as the billing and payment requirements in Section 7 (Billing) of FPL's tariff (Rules and Regulations for Electric Service), and will continue to be governed by and subject to the requirements of Rule 25-6.105, F.A.C., and FPL's tariff.

QUESTION:

Referring to Paragraph 23 of the Settlement, please respond to the following questions regarding the (Optional) Solar Power Facilities Pilot Program:

- a) Explain how FPL will determine the appropriate size of solar equipment for customers who request service under the Solar Power Facilities Pilot Rider.
- b) Is there a maximum size limit for solar equipment under the rider? Please explain.
- c) Demonstrate how the design requirements for solar equipment size under this rider are comparable to the design requirements for solar equipment size for other net metering customers.
- d) Referring to Tariff Sheet Nos. 9.849-9.856, explain if failure to abide by the terms of the Solar Power Facilities Service Agreement would be cause for disconnect from a customer's primary service.

RESPONSE:

- a) FPL will work with customers to determine type (grid tied, or non-grid tied) and size of projects based on customer requirements and available product offerings.
- b) FPL anticipates the maximum size will not exceed 2 MWs for grid tied systems. However, FPL will continue to monitor and understand customer interest and will revisit larger project size options in the future if applicable.
- c) FPL anticipates that the design guidelines and requirements for the solar equipment under this rider will be the same as for other net metering customers as referenced in rule 25-6.065, F.A.C. (the Net Metering Rule) and FPL Tariff Sheets 9.050-9.054 (the Tier 1 Interconnection Agreement for Net Metered Customers).
- d) The customer's primary electric service and the discontinuance thereof will continue to be governed by and subject to the requirements of Rule 25-6.105, F.A.C., and FPL's tariff. A customer's failure to abide by the terms of the Solar Power Facilities Service Agreement would be a breach of contract that, if not promptly cured, could result in the customer being removed from the program and, if needed, FPL would pursue appropriate legal remedies.

QUESTION:

Referring to Paragraph 25 of the Settlement and Tariff Sheet Nos. 9.806-9.808, please respond to the following questions regarding the Smart Panel Pilot:

- a. Refer to Tariff Sheet No. 9.806, under Scope of Services. Please explain the impact to participants, if any, in the event the participant's internet service provider fails to provide internet service, though no fault of the participant.
- b. Refer to Tariff Sheet No. 9.807, under Title and Risk of Loss. Please explain why FPL believes it is reasonable to require the customer to bear all risk of loss or damage of any kind with respect to the equipment to the extent such loss or damage is caused by weather.
- c. Referring to Tariff Sheet No. 9.807, under Expiration or Termination of Agreement, provide the estimated remaining net book value of the equipment for each year after installation.
- d. Referring to Tariff Sheet No. 9.807, under Expiration or Termination of Agreement, provide the estimated cost to uninstall and remove the equipment.
- e. Explain if customers receiving medically essential service may participate in the Smart Panel Pilot.

RESPONSE:

- a. The smart panel utilizes the participant's internet service to allow remote monitoring and operation of the panel by the customer and, as a back-up, by FPL. If the participant's internet service is temporarily interrupted through no fault of their own, they may lose access to data and other remote functionality until their service is restored. A temporary interruption of internet service beyond their control will have no impact on the participant's continued eligibility for the Smart Panel Pilot.
- b. Although the smart electrical panel is owned by FPL, when installed at the residential property of the customer, it is in the custody and control of the customer, and the customer is in the best position to safeguard the equipment and protect against loss or damage.
- c. The remaining net book value of the equipment for each year after installation would be calculated as follows based on an estimated installed cost of [REDACTED]
  - Year 1 - [REDACTED] 80% of the installed cost)
  - Year 2 - [REDACTED] 60% of the installed cost)
  - Year 3 - [REDACTED] (40% of the installed cost)
  - Year 4 - [REDACTED] 20% of the installed cost)
  - Year 5 - \$0

- d. As discussed in FPL's response to Item No. 23(j) in Staff's Fifth Data Request, FPL estimates the cost to uninstall and remove the equipment is approximately [REDACTED]
- e. Customers receiving medically essential service would be eligible to participate in the Smart Panel Pilot given that this is a voluntary program.

**QUESTION:**

Please refer to Tariff Sheet No. 9.844, under Title and Risk of Loss. Please also refer to tariff Sheet No. 9.835, under Risk of Loss to Equipment (Customer Responsibility). Please explain why Residential Electric Vehicle Charging participants bear the risk of loss or damage of any kind with respect to the equipment to the extent such loss or damage is caused by weather, while Commercial Electric Vehicle Charging participants do not.

**RESPONSE:**

Residential Electric Vehicle Charging participants bear the risk of loss or damage due to weather because the EVSE would be installed in the customer's garage, putting the customer in control of protecting EVSE from weather related events. We have not included a similar provision in the Commercial Electric Vehicle Charging tariff because the same consideration does not exist. Commercial customers are not liable for weather but are responsible for force majeure events where covered by insurance.

QUESTION:

Please refer to Tariff Sheet No. 9.844, under Expiration or Termination of Agreement. Please explain why the termination fee would include the cost to redeploy the equipment (and not just the cost to uninstall and remove).

RESPONSE:

FPL included the cost to redeploy the equipment in the termination fee to ensure the general body of customers is not harmed by a customer electing to terminate the agreement early.

QUESTION:

Referring to new proposed Tariff Sheet Nos. 9.833 and 9.843, provision 5, customer payments, and language regarding customer's obligation to pay the monthly service payment pursuant to the "General Rules and Regulations of Electric Service." Please state what would happen if a residential or commercial vehicle charging customer does not pay the monthly service payment (but pays the remainder of the electric bill) and what general rules and regulations the tariff is referring to.

RESPONSE:

The Monthly Service Payment is in addition to the monthly billing determined under the customer's otherwise applicable rate schedule and any other applicable charges, as stated on proposed Tariff Sheet No. 8.213 – Residential Electric Vehicle Charging Services Rider Pilot and Tariff Sheet No. 8.942 – Commercial Electric Vehicle Charging Services Rider Pilot. The customer's obligation to pay the Monthly Service Payment is subject to all applicable General Rules and Regulations for Electric Service of FPL's Tariff, such as the billing and payment requirements in Section 7 (Billing). A customer that does not pay the Monthly Service Payment under the Residential or Commercial Electric Vehicle Charging Services Agreement (proposed Tariff Sheet Nos. 9.833 and 9.843) would be in breach of contract that, if not promptly cured, could result in the customer being removed from the program and, if needed, FPL would pursue appropriate legal remedies. However, the provision of the customer's primary electric service and the discontinuance thereof will continue to be governed by and subject to the requirements of Rule 25-6.105, F.A.C., and FPL's tariff.

**DECLARATION**

I, Christopher Chapel, sponsored the answer to Data Request No. 8, and co-sponsored the answers to Data Request Nos. 6,7, and 11 from Staff's Ninth 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.



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Christopher Chapel

Date: 9.7.21



**DECLARATION**

I, Tiffany C. Cohen, sponsored the answers to Data Request Nos. 1-3, and co-sponsored the answer to Data Request No. 4 from Staff's Ninth 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.

*Tiffany Cohen*

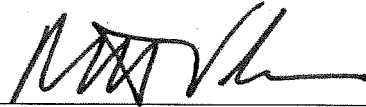
\_\_\_\_\_  
Tiffany C. Cohen

Date: 9/3/2021

**DECLARATION**

I, Matthew Valle, sponsored the answers to Data Request Nos. 5, 9 and 10, and co-sponsored the answers to Data Request Nos. 4, 6-7 and 11 from Staff's Ninth 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: 9/8/21