STATE OF FLORIDA

COMMISSIONERS:
GARY F. CLARK, CHAIRMAN
ART GRAHAM
ANDREW GILES FAY
MIKE LA ROSA
GABRIELLA PASSIDOMO

OFFICE OF THE GENERAL COUNSEL
KEITH C. HETRICK
GENERAL COUNSEL
(850) 413-6199

Public Service Commission

August 17, 2021

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

STAFF'S FIFTH DATA REQUEST
via email

Re: Docket No. 20210015-EI – Petition for rate increase by Florida Power & Light Company

Dear Ms. Moncada:

By this letter, the Commission staff requests that Florida Power & Light Company provide responses to the following data requests:

1. Please provide MFR schedule A-2 for 2022 and 2023, bill comparisons for typical monthly bills, comparing bills under present rates and bills under the proposed Settlement rates. Bills under the present 2021 rates for FPL and Gulf should be the same as the ones provided with the original MFRs filed March 12, 2021.

2. Please provide an MFR schedule E-8 showing how the Settlement increase was allocated to the rate classes.

3. Referring to Exhibit A, Schedule E-5, of the Settlement, please verify the numbers shown on line 49 for all rate classes. For instance, for CILC-1D total present revenues ($108,148) plus total proposed increase ($9,482) equals $117,630. However, line 49 shows total CILC-1D revenues with increase of $130,342, which is the same number that was contained in the original MFRs. Please explain.

4. Referring to Exhibit A, Schedule E-5, of the Settlement, please explain the number shown on line 44, misc service revenues – other billings ($28,542 total in 2022, $43,190 total in 2023) and explain why this amount is only allocated to the GS and RS rate classes. The same line 44 did not show an amount in the original MFRs.

5. Referring to Exhibit A, Schedule E-5, of the Settlement, line 34, CILC/CDR credit offsets, $703 total for 2022. Please explain this number and why it changed from ($24,248) in the original MFRs to a positive number.

6. Please provide a comparison of proposed target revenue requirements by rate class, for 2022 and 2023, under the original MFRs and under the proposed Settlement, including a column showing the revenue requirements difference in dollars and percent difference (similar in format to the table presented in Exhibit TBD-8 of FPL Witness DuBose).

7. Please state the 1,000 kilowatt hour residential bill under a) the MFR rates as originally proposed and b) under the proposed Settlement rates for 2022 and 2023. The Settlement bill should also include the RAF percentage added to the GRT tax amount.

8. Proposed Settlement tariff Sheet No. 3.020, FPL Service Area, only shows the former FPL service territory and does not include the former Gulf territory. The same tariff sheet filed with the MFRs shows all of Florida including Gulf; however, the map is small and the county names are illegible. Please provide legible tariff sheet No. 3.020 that includes all of Florida including Gulf.

9. Proposed Settlement tariff Sheet No. 7.010, communities served, for Bay county includes the City of Parker and Parker. Please verify whether that is correct, or if the same city is listed twice.

10. Proposed Settlement tariff Sheet No. 7.020, communities served, lists the City of Chipley. Upon review of Gulf's Original Sheet No. 5.1, effective 1962, the City of Chipley is not listed as being served by Gulf. Gulf's First Revised Sheet No. 5.1, effective 2012, no longer lists communities served. Please confirm that Gulf used to serve the City of Chipley prior to FPL serving the former Gulf territory.

11. Referring to Paragraph 4(e) of the Settlement, please discuss whether FPL maintained its approach to designing rates for demand-based customers as discussed in FPL Witness Cohen's rebuttal testimony, starting on page 11, line 19, or whether the company modified its rate design for demand-based customers when calculating the proposed settlement rates.

12. Referring to Paragraph 4(f) of the Settlement and the "negotiated methodology for allocating distribution plant", please respond to the following questions:
    a. Describe in detail how the methodology for allocating distribution plant contained in the Settlement differs from the methodology used in the original MFRs filed on March 12, 2021.
    b. Discuss why FPL negotiated its methodology for allocating distribution plant and explain if and how any customer classes are impacted, in terms of costs being allocated, by the "negotiated methodology for allocating distribution plant" (when compared to the methodology used in the original MFR).
    c. Provide a comparison of target revenue requirements by rate class for the 2022 and 2023 test year (similar to the comparison provided by FPL Witness DuBose in Exhibit TBD-8), using the revenue increase proposed in the Settlement, comparing

the negotiated methodology for allocating distribution plant to the original MFR methodology.

13. Referring to Paragraph 6(vi) of the Settlement, please respond to the following questions.
    a. Explain why the Supplemental Power Services Rider is proposed to be extended as a pilot, as opposed to establishing the tariff as permanent.
    b. Please explain the benefits and costs of various customer-sited back-up power solutions and equipment configurations gained during the initial pilot period. See Order No. PSC-2019-0220-TRF-EI.
    c. During the original pilot period, was FPL able to determine if the original estimates and assumptions used in developing the Supplemental Power Services Rider were reasonably accurate, as stated in Order No. PSC-2019-0220-TRF-EI? Please explain.

14. Referring to Paragraph 7 of the Settlement, please explain why the Settlement provides for FPL to remove the Regulatory Assessment Fee (RAF) from base rates, as this change was not included in FPL's petition.

15. Referring to proposed tariff Sheet Nos. 8.101 and 8.201, General Service Non Demand and Residential Service, please respond to the following questions regarding the $25 minimum bill:
    a. Explain why this provision was included in the Settlement, given that a $25 minimum bill was not including in FPL's petition.
    b. What are the perceived benefits to the residential and GS customers by implementing the new minimum bill?
    c. State at what usage level a residential customer would exceed the $25 minimum bill.
    d. State when the billing system modifications would be complete and whether customers will be notified when the minimum bill will become effective, if approved.
    e. Discuss how the proposed minimum bill would impact net metering customers and how many net metering customers could be impacted.

16. Referring to tariff Sheet No. 8.122, General Service Constant Usage, please explain why the Settlement resulted in base and base energy charges that are higher compared to the initially-proposed charges/rates included in the March 12, 2021 MFRs.

17. Referring to tariff Sheet Nos. 8.750 and 8.760, SST-1 and ISST-1 rate schedules, please explain why the Settlement resulted in the base, demand, and base energy charges to be higher compared to the initially-proposed rates included in the March 12, 2021 MFRs.

18. Please state whether the RTP rate, which FPL proposed to close to new customers, should be included in the tariffs (it does not appear to be part of the Settlement tariffs).

19. Referring to Paragraph 22(iii) of the Settlement, please respond to the following questions regarding the Residential Electric Vehicle Charging Services Pilot.

a. Paragraph 22(iii) of the Settlement states "The total investment in the Residential EV Charging Pilot is forecast to be $25 million over the four-year period 2022-2025." Tariff Sheet No. 8.213 states "This Rider shall expire five years from the effective date of this program…" Please clarify if FPL intends for the pilot program period to last four or five years. If the above statement from tariff Sheet No. 8.213 is accurate, please provide the total forecasted investment into the pilot program over the five-year period 2022-2026.
b. Referring to tariff Sheet No. 8.213, please demonstrate how FPL determined the Total Monthly Service Payments for Full Installations and Equipment Only Installations.
c. Referring to tariff Sheet No. 8.213, please demonstrate how FPL determined the EV Energy Charge for On-Peak and Off-Peak periods.
d. Please provide the projected number of program participants for each year of the pilot program.
e. Please explain if FPL intends to provide the Commission with program data and any insights gained from the Residential Electric Vehicle Charging Services Pilot after the program ends.
f. Please explain why FPL believes it is appropriate to provide installation service behind the customer's meter, as a regulated utility, to install a 240V circuit, up to 15 feet of 50A branch circuit and the associated designing and permitting.
g. Please explain if FPL or a third-party contractor will complete the installation service if participants opt for a Full Installation, as described on tariff Sheet No. 9.843.
h. Please refer to tariff Sheet No. 9.843, 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.

20. Referring to Paragraph 22(iv) of the Settlement, please respond to the following questions regarding the Commercial Electric Vehicle Charging Services Pilot.
    a. Paragraph 22(iv) of the Settlement states "The total investment in the Fleet EV Pilot Program is forecast to be $25 million over the four-year period 2022-2025." Tariff Sheet No. 8.942 states "This Rider shall expire five years from the effective date of this program…" Please clarify if FPL intends for the pilot program period to last four or five years. If the above statement from tariff Sheet No. 8.942 is accurate, please provide the total forecasted investment in the pilot program over the five-year period 2022-2026.
    b. Please provide the projected number of program participants for each year of the pilot program.
    c. Please explain if FPL intends to provide the Commission with program data and any insights gained from the Commercial Electric Vehicle Charging Services Pilot after the program ends.

21. Referring to Paragraph 23 of the Settlement, please respond to the following questions regarding the Solar Power Facilities Pilot Program.
    a. Paragraph 23 of the Settlement states that the Solar Power Facilities Pilot Program is a "… four-year voluntary pilot program…" Proposed tariff Sheet No. 8.939 states, "This Rider shall expire five years from the effective date of this program, unless extended by approval of the FPSC." Please clarify and explain the initial length of the Solar Power Facilities Pilot Program.
    b. Paragraph 23 of the Settlement states "Through a fixed monthly charge over the ten-year tem of the customer agreement, all project capital costs and expenses will be recovered from program participants, such that the general body of customers will not be impacted." Please demonstrate how tariff Sheet Nos. 8.939-8.940 and 9.849-9.856 protect the general body of ratepayers from being impacted by program participants.
    c. Paragraph 23 of the Settlement states "Through a fixed monthly charge over the ten-year tem of the customer agreement…" Please explain why proposed tariff Sheet No. 9.849, under Section 2. Term of Agreement, does not state that the customer agreement will continue for ten years and instead is proposed as "… will continue for ____ years…"
    d. Please provide the projected number of program participants for each year of the pilot program.
    e. Please explain if FPL intends to provide the Commission with program data and any insights gained from the Solar Power Facilities Pilot after the program ends.
    f. Please refer to proposed tariff Sheet No. 8.940, under Net Metering of Excess Generation. Please explain if FPL accrues renewable energy credits from customers receiving service under this tariff that have not "executed an Interconnection Agreement with the Company…"
    g. If FPL does not accrue renewable energy credits from customers that have not executed an Interconnection Agreement, as described in the previous question, please explain how the benefits will be allocated in the event that any excess generation from the Equipment is delivered to the Company's electric grid.
    h. Proposed Tariff Sheet No. 9.855, Section 16(B)(ii), states "In the event Customer is subject to Section 728.28 Florida Statutes, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes…" Please clarify what FPL intends by referencing Section 728.28, Florida Statutes.

22. Regarding the proposed Transition Rider Charge, tariff Sheet No. 8.030.3, please respond to the following questions.
    a. Discuss and explain why the Settlement includes \$/kW charges for certain demand-based rate classes (which differs from the c/kwh charges proposed for all rate classes in the original MFRs).
    b. Explain why the GSD-1 rate class continues to include a c/kWh charge.
    c. For the standby rate classes, explain what RDD and DDC stands for.

d. For the standby rate classes, explain why the original MFRs included only a $/kW charge, while the proposed Settlement tariff includes a c/kWh RDD charge and a $/kW DDC charge.

23. The following questions refer to the proposed Smart Electrical Panels Pilot Program, paragraph 25 of the proposed Settlement. Please respond to the following questions:
    a. The proposed smart electrical panel pilot program will have up to 1,000 participants. What are FPL's criteria for a customer to participate in this 5-year pilot program?
    b. Explain which end-use appliances FPL would control, whether the participating customer has a choice as to which appliances FPL could control, and provide examples of when FPL would "control" a customer's appliance.
    c. Pursuant to the smart electrical panel pilot program agreement conditions 8 and 10 (Original Sheet No. 9.807 and 9.808), the proposed smart electrical panel pilot program will be limited to those customers in single family houses with homeowner's liability insurance policy with a minimum limit of $300,000. Please discuss the reasons for these criteria.
    d. Paragraph 25 of the Settlement states that the pilot program will test the feasibility of employing command-and-control load management messaging and determining customer satisfaction. Please explain the customer satisfaction the pilot program intends to measure.
    e. Paragraph 25 of the Settlement states "the cost of the equipment associated with Smart Panel Pilot Program, including the installation and removal costs, would be includable in FPL's jurisdictional rate base until recovered from customers." Please expand on this statement.
    f. What is the estimated market value/typical cost of one residential smart electrical panel intended to be used in FPL's proposed pilot program? Has FPL purchased the smart electrical panels to be used in the pilot program?
    g. In addition to the smart electrical panel, what other electrical equipment will be needed to connect to and control (customers) end-use appliance circuits? Who will bear the cost of these other electrical equipment?
    h. Condition 5 of the proposed pilot program agreement (Original Sheet No. 9.807) states that the customer will bear all risk of loss or damage (to the extent such loss or damage is caused by weather or the actions of the customer) to the equipment installed in the customers residence. If damaged, how much will the customer be assessed?
    i. In Condition 3 of the proposed optional pilot program agreement, the customer grants to the company and its designees the right to access and use the data and information gathered via the company's equipment. Please discuss what type of data and information will be gathered and how that data and information will be used.
    j. Condition 6 (Original Sheet No. 9.807) of the proposed pilot program agreement states that the customer shall pay an early termination fee which is an amount equal to the cost to uninstall and remove equipment, if termination is prior to the second anniversary of the Residential Operation Date. What is the estimated cost to uninstall and remove equipment from one residential unit?

k. As a result of a customer's early termination from the pilot program, would the removed smart electrical panel be re-installed at a new program participant's residence? If not, how would FPL account for the removed panel?
l. Condition 12 (Original Sheet No. 9.808) of the proposed pilot program agreement states "that any action or proceeding arising out of or related to this agreement shall be brought to the Circuit Court of Palm Beach County or the US District Court of the Southern District of Florida." Please discuss this particular condition and Condition 12 as a whole.
m. State how FPL will account for the one-time $100 credit expense and who pays for this expense (general body of ratepayers or the shareholders).

Please file all responses electronically no later than Tuesday, August 24, 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