

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Review of 2022-2031 Storm Protection Plan pursuant to Rule 25-6.030, F.A.C., Tampa Electric Company. : **DOCKET NO. 20220048-EI**
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In re: Review of 2022-2031 Storm Protection Plan pursuant to Rule 25-6.030, F.A.C., Duke Energy Florida, LLC. : **DOCKET NO. 20220050-EI**
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In re: Review of 2022-2031 Storm Protection Plan pursuant to Rule 25-6.030, F.A.C., Florida Power & Light Company. : **DOCKET NO. 20220051-EI**
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Filed: September 6, 2022

POST-HEARING BRIEF OF WALMART INC.

Walmart Inc. ("Walmart"), by its attorneys, respectfully submits this Post-Hearing Brief to the Florida Public Service Commission ("PSC" or "Commission") pursuant to Commission Order No. PSC-2022-0119-PCO-EI in the above-referenced proceedings. On August 2 through August 4, 2022, the Commission conducted a Hearing on Tampa Electric Company's ("TECO"), Florida Public Utilities Company's ("FPUC"),¹ Duke Energy Florida, LLC's ("DEF"), and Florida Power & Light Company's ("FPL") (collectively, "Utilities") proposed Storm Protection Plans ("SPPs"). Walmart actively participated in the Hearing, but did not file Direct Testimony.

I. BACKGROUND

Pursuant to Section 366.96 of the Florida Statutes ("Section 366.96"), subsection (3), the Utilities must file their respective SPPs for the immediate ten-year planning period, explaining the systematic approach the utility will follow to reduce restoration costs and outage times associated

¹ Walmart is not a party in the FPUC Storm Protection Plan docket.

with extreme weather events, as well as enhancing reliability of their respective electric services. The Commission is required to evaluate the Utilities' SPPs every three years pursuant to Section 366.96(4)–(6) to determine whether each SPP is in the public interest, with or without modification, or whether to deny the SPP altogether. The Commission opened Dockets 20220048-EI through 20220051-EI to analyze the Utilities' SPPs in accordance with Section 366.96.²

Walmart's basic position is that the Commission should carefully consider whether the Utilities' SPPs are in the public interest. The Florida Legislature determined that there are four (4) factors the Commission must consider when determining whether to approve, approve with modifications, or deny SPPs. These factors include the extent to which the SPP will reduce restoration costs and power outage times, how practical a certain location selected for transmission and distribution ("T&D") infrastructure is relative to the utility's service territory, the cost/benefit to customers, and the impact on customers' bills. Fla. Stat. § 366.96(4)(a)-(d).

Further, Walmart believes it would be in the public interest for the Commission to direct the Utilities to continue to collaborate with Walmart and other interested stakeholders during the interim period before their next required updated SPPs to develop ways in which customer-sited generation may be utilized as part of the SPP in order to strengthen the T&D systems and provide customers with lower restoration costs, shorter outage periods, and more reliable electric service overall.

II. ISSUE AND POSITIONS

Issue 1: Does the Company's Storm Protection Plan contain all of the elements required by Rule 25-6.030, Florida Administrative Code?

a. Docket No. 20220048-EI for TECO's Storm Protection Plan.

Position: *Yes. Walmart adopts the position of the Office of Public Counsel ("OPC").*

² Walmart intervened in the SPP Dockets for TECO, DEF, and FPL. *See* Prehearing Order at 3.

b. Docket No. 20220049-EI for FPUC's Storm Protection Plan.

Position: *Walmart is not a party in this docket.*

c. Docket No. 20220050-EI for DEF's Storm Protection Plan.

Position: *No. Walmart adopts the position of OPC.*

d. Docket No. 20220049-EI for FPL's Storm Protection Plan.

Position: *No. Walmart adopts the position of OPC.*

On behalf of FPL, witness Jarro admitted that "a forecasted estimate of future benefits of the program was not included" with respect to the distribution inspection program, the transmission access enhancement program.³ Further, witness Jarro confirmed that FPL had "not quantified estimates" but instead "provided qualitative description of what . . . benefits would be" with regard to the distribution inspection program.⁴ Witness Jarro also confirmed that FPL did not specifically enumerate estimated reductions in outage and restoration times or costs for its SPP programs.⁵ Witness Jarro explained that FPL did not quantify any of the estimates of any benefits that would result from approval of its SPP,⁶ and did not reject any projects or programs from its SPP because the quantitative cost outweighed the quantitative benefits of the project or program.⁷

Issue 2: To what extent is the Company's Storm Protection Plan expected to reduce restoration costs and outage times associated with extreme weather events and enhance reliability?

a. Docket No. 20220048-EI for TECO's Storm Protection Plan.

Position: *Walmart adopts the position of OPC.*

b. Docket No. 20220049-EI for FPUC's Storm Protection Plan.

Position: *Walmart is not a party in this docket.*

c. Docket No. 20220050-EI for DEF's Storm Protection Plan.

Position: *Walmart adopts the position of OPC.*

³ Hearing Transcript Vol. 1 (Aug. 2, 2022), p. 74, lines 6-21; p. 77, lines 19-24.

⁴ *Id.*, p. 76, line 22 to p. 77, line 5.

⁵ *Id.*, p. 78, lines 5-10; p. 79, lines 4-21.

⁶ *Id.*, p. 82, lines 6-11; p. 89, lines 5-11.

⁷ *Id.*, p. 104, lines 7-10.

d. **Docket No. 20220049-EI for FPL's Storm Protection Plan.**

Position: *Walmart adopts the position of OPC.*

Issue 3: **To what extent does the Company's Storm Protection Plan prioritize areas of lower reliability performance?**

a. **Docket No. 20220048-EI for TECO's Storm Protection Plan.**

Position: *Walmart adopts the position of OPC.*

b. **Docket No. 20220049-EI for FPUC's Storm Protection Plan.**

Position: *Walmart is not a party in this docket.*

c. **Docket No. 20220050-EI for DEF's Storm Protection Plan.**

Position: *Walmart adopts the position of OPC.*

d. **Docket No. 20220049-EI for FPL's Storm Protection Plan.**

Position: *Walmart adopts the position of OPC.*

Issue 4: **To what extent is the Company's Storm Protection Plan regarding transmission and distribution infrastructure feasible, reasonable, or practical in certain areas of the Company's service territory, including, but not limited to, flood zones and rural areas?**

a. **Docket No. 20220048-EI for TECO's Storm Protection Plan.**

Position: *Walmart adopts the position of OPC.*

b. **Docket No. 20220049-EI for FPUC's Storm Protection Plan.**

Position: *Walmart is not a party in this docket.*

c. **Docket No. 20220050-EI for DEF's Storm Protection Plan.**

Position: *Walmart adopts the position of OPC.*

d. **Docket No. 20220049-EI for FPL's Storm Protection Plan.**

Position: *Walmart adopts the position of OPC.*

Issue 5: What are the estimated costs and benefits to the Company and its customers of making the improvements proposed in the Storm Protection Plan?

a. Docket No. 20220048-EI for TECO's Storm Protection Plan.

Position: *Walmart adopts the position of OPC.*

b. Docket No. 20220049-EI for FPUC's Storm Protection Plan.

Position: *Walmart is not a party in this docket.*

c. Docket No. 20220050-EI for DEF's Storm Protection Plan.

Position: *Walmart adopts the position of OPC.*

d. Docket No. 20220049-EI for FPL's Storm Protection Plan.

Position: *Walmart adopts the position of OPC.*

Issue 6: What is the estimated annual rate impact resulting from implementation of the Company's Storm Protection Plan during the first 3 years addressed in the plan?

a. Docket No. 20220048-EI for TECO's Storm Protection Plan.

Position: *Walmart takes no position, as Walmart has not conducted this analysis.*

b. Docket No. 20220049-EI for FPUC's Storm Protection Plan.

Position: *Walmart is not a party in this docket.*

c. Docket No. 20220050-EI for DEF's Storm Protection Plan.

Position: *Walmart takes no position, as Walmart has not conducted this analysis.*

d. Docket No. 20220049-EI for FPL's Storm Protection Plan.

Position: *Walmart takes no position, as Walmart has not conducted this analysis.*

Issue 7: Withdrawn.

Issue 8: Withdrawn.

Issue 9: Should the Commission approve, approve with modification, or deny FPL's new Transmission Access Enhancement Program?

Position: *Walmart takes no position, as Walmart has not conducted this analysis.*

Issue 10: Is it in the public interest to approve, approve with modification, or deny the Company's Storm Protection Plan?

a. Docket No. 20220048-EI for TECO's Storm Protection Plan.

Position: *Walmart believes the public interest would benefit if the Commission directs each utility to continue to collaborate with interested stakeholders during the interim period before their next required updated SPPs to develop ways in which customer-sited generation may be utilized as part of the SPP in order to strengthen the T&D systems and provide customers with lower restoration costs, shorter outage periods, and more reliable electric service overall.*

b. Docket No. 20220049-EI for FPUC's Storm Protection Plan.

Position: *Walmart is not a party in this docket.*

c. Docket No. 20220050-EI for DEF's Storm Protection Plan.

Position: *Walmart believes the public interest would benefit if the Commission directs each utility to continue to collaborate with interested stakeholders during the interim period before their next required updated SPPs to develop ways in which customer-sited generation may be utilized as part of the SPP in order to strengthen the T&D systems and provide customers with lower restoration costs, shorter outage periods, and more reliable electric service overall.*

d. Docket No. 20220049-EI for FPL's Storm Protection Plan.

Position: *Walmart believes the public interest would benefit if the Commission directs each utility to continue to collaborate with interested stakeholders during the interim period before their next required updated SPPs to develop ways in which customer-sited generation may be utilized as part of the SPP in order to strengthen the T&D systems and provide customers with lower restoration costs, shorter outage periods, and more reliable electric service overall.*

Issue 11: Should this docket be closed?

a. Docket No. 20220048-EI for TECO's Storm Protection Plan.

Position: *Yes.*

b. Docket No. 20220049-EI for FPUC's Storm Protection Plan.

Position: *Walmart is not a party in this docket.*

c. Docket No. 20220050-EI for DEF's Storm Protection Plan.

Position: *Yes.*

d. Docket No. 20220049-EI for FPL's Storm Protection Plan.

Position: *Yes.*

III. CONCLUSION

WHEREFORE, Walmart respectfully requests that the Commission consider whether each of the Utilities' SPPs will reduce restoration costs and power outage times, is practical regarding locations selected for T&D infrastructure relative to the utility's service territory, the cost/benefit to customers, and the impact on customers' bills in accordance with Section 366.96; and relevant, Walmart incorporates by reference arguments and evidence cited by OPC in its Post-Hearing Briefs for each Docket. Further, Walmart respectfully requests that the Commission direct each utility to continue to collaborate with interested stakeholders during the interim period before their next required updated SPPs to develop ways in which customer-sited generation may be utilized as part of the SPP in order to strengthen the T&D systems and provide customers with lower restoration costs, shorter outage periods, and more reliable electric service overall.

Respectfully submitted,

By /s/ Stephanie U. Eaton

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic mail to the following parties this 6th day of September, 2022.

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Certificate of Service

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