

Stephanie U. Eaton  
336.631.1062  
[seaton@spilmanlaw.com](mailto:seaton@spilmanlaw.com)  
\*Licensed in FL, GA, NC, and SC

June 4, 2024

**VIA ELECTRONIC FILING**

Mr. Adam Teitzman  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Docket No. 20230017-EI; In re: Petition for limited proceeding for recovery of incremental storm restoration costs related to Hurricanes Ian and Nicole, by Florida Power & Light Company**

Dear Mr. Teitzman:

Please find enclosed for filing the Prehearing Statement of Walmart Inc. in the above-referenced case.

Please contact me if you have any questions concerning this filing.

Sincerely,

/s/ Stephanie U. Eaton  
Stephanie U. Eaton (Florida Bar No. 165610)

SUE:sds  
Enclosures  
c: Parties of Record

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the Prehearing Statement of Walmart Inc. has been furnished by electronic mail to the following parties this 4<sup>th</sup> day of June, 2024.

Daniel Dose  
Shaw Stiller  
Office of General Counsel  
Florida Public Service Commission  
2540 Shumard Oak Blvd., Room 110  
Tallahassee, FL 32399-0850  
[ddose@psc.state.fl.us](mailto:ddose@psc.state.fl.us)  
[sstiller@psc.state.fl.us](mailto:sstiller@psc.state.fl.us)

Patricia A. Christensen  
Office of Public Counsel  
c/o The Florida Legislature  
111 West Madison Street  
Room 812  
Tallahassee, FL 32399-1400  
[Christensen.patty@leg.state.fl.us](mailto:Christensen.patty@leg.state.fl.us)

Kenneth A. Hoffman  
Florida Power & Light Company  
124 W. Jefferson Street  
Tallahassee, FL 32301  
[Ken.hoffman@fpl.com](mailto:Ken.hoffman@fpl.com)

Christopher T. Wright  
Joel T. Baker  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408  
[Christopher.wright@fpl.com](mailto:Christopher.wright@fpl.com)  
[Joel.baker@fpl.com](mailto:Joel.baker@fpl.com)

Justin L. Winch  
Winch Law Firm  
404 Stafford Place  
New Orleans, LA 70124  
[justin.winch@winchlawfirm.com](mailto:justin.winch@winchlawfirm.com)

/s/ Stephanie U. Eaton  
Stephanie U. Eaton

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

**In re: Petition for limited proceeding for recovery of incremental storm restoration costs related to Hurricanes Ian and Nicole, by Florida Power & Light Company** : **DOCKET NO. 20230017-EI**  
:   
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: **Filed: June 4, 2024**

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**PREHEARING STATEMENT OF  
WALMART INC.**

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Pursuant to Florida Public Service Commission's ("Commission") Order No. PSC-2023-0372-PCO-EI, issued December 14, 2023, Walmart Inc. ("Walmart") files its Prehearing Statement.

**I. APPEARANCES**

Stephanie U. Eaton  
SPILMAN THOMAS & BATTLE, PLLC  
110 Oakwood Drive, Suite 500  
Winston-Salem, NC 27103  
Phone: (336) 631-1062  
Fax: (336) 725-4476  
E-mail: [seaton@spilmanlaw.com](mailto:seaton@spilmanlaw.com)

**II. WITNESSES**

Walmart will not present any witnesses.

**III. EXHIBITS**

Walmart will not present any exhibits.

**IV. WALMART'S STATEMENT OF BASIC POSITION**

Walmart takes no position regarding the majority of Issues raised in this Docket, as set forth in Section V. below. However, Walmart supports Florida Power & Light Company's ("FPL") plan to refund storm cost charges that it over-collected from customers in the same manner in which those storm cost charges were originally collected, *i.e.*, via energy charges for all customers,

as set forth in Issue 14. Walmart reserves the right to raise issues addressed in its Comments filed on March 7, 2023, in FPL's next storm cost recovery proceeding.

**V. ISSUES**

**Issue 1:** Should the incremental cost and capitalization approach (ICCA) found in Rule 25-6.0143, F.A.C., be used to determine the reasonable and prudent amounts to be included in the restoration costs?

**Position:** Walmart takes no position.

**Issue 2:** Have the Parties complied with the terms of the 2019 Stipulation and Settlement, approved by Order No. PSC-2019-0319-S-EI, issued August 1, 2019? If not, why not?

**Position:** Walmart takes no position.

**Issue 3:** What is the reasonable and prudent amount of regular payroll expense to be included in the restoration costs?

**Position:** Walmart takes no position.

**Issue 4:** What is the reasonable and prudent amount of overtime payroll expense to be included in the restoration costs?

**Position:** Walmart takes no position.

**Issue 5:** What is the reasonable and prudent amount of contractor costs to be included in the restoration costs?

**Position:** Walmart takes no position.

**Issue 6:** What is the reasonable and prudent amount of vegetation and line clearing costs to be included in the restoration costs?

**Position:** Walmart takes no position.

**Issue 7:** What is the reasonable and prudent amount of employee expenses to be included in the restoration costs?

**Position:** Walmart takes no position.

**Issue 8:** What is the reasonable and prudent amount of materials and supplies expense to be included in the restoration costs?

**Position:** Walmart takes no position.

**Issue 9: What is the reasonable and prudent amount of logistics costs to be included in the restoration costs?**

**Position:** Walmart takes no position.

**Issue 10: What is the reasonable and prudent total amount of costs to be included in the restoration costs?**

**Position:** Walmart takes no position.

**Issue 11: What is the reasonable and prudent amount of storm-related costs that should be capitalized?**

**Position:** Walmart takes no position.

**Issue 12: What is the appropriate accounting treatment associated with any storm costs found to have been imprudently incurred?**

**Position:** Walmart takes no position.

**Issue 13: Should the Commission approve FPL's proposed tariffs and associated charges?**

**Position:** Walmart understands that FPL's Storm Charges have been fully recovered and terminated as of May 31, 2024. Without waiving its right to challenge rate design or cost allocation in future Dockets, Walmart joins the Stipulation entered into between the Office of Public Counsel ("OPC") and FPL related to this Issue, and specifically FPL's proposal to refund its over-collection as set forth in Issue 14.

**Issue 14: If applicable, how should any under-recovery or over-recovery be handled?**

**Position:** Walmart understands that after the Commission has made its final determination of the final actual Recoverable Storm Amount in this proceeding, FPL will compare the approved Recoverable Storm Amount to the actual total revenues collected from the Interim Storm Charge, as set forth in Exhibit TCC-1, in order to determine any excess or shortfall in recovery. Interest will be applied to any excess or shortfall at the thirty-day commercial paper rate consistent with Rule 25-6.109, Florida Administrative Code. FPL will make a compliance filing with the Commission that sets forth the calculation of the appropriate true-up rates to apply to customer bills for a one-month period in order to refund the excess. The true-up rates will be designed in a manner that is consistent with the cost allocation used for the Interim Storm Charge rates filed and approved in Order Nos. PSC-2023-0110-PCO-EI and PSC-2023-0354-PCO-EI. FPL will apply the true-up rates through the non-fuel energy charge on customers' bills starting on Cycle Day 1 of the first month that is more than thirty days after Commission approval, and will provide notification

to customers of the same. Without waiving its right to challenge rate design or cost allocation in future Dockets, Walmart joins the Stipulation entered into between OPC and FPL related to this Issue, and specifically supports FPL's proposal to refund its over-collection in the same manner in which the charges were originally collected (*i.e.*, via energy charges).

**VI. CONTESTED ISSUES**

Walmart is not aware of any contested issues.

**VII. STIPULATED ISSUES**

On May 29, 2024, FPL and OPC entered into a set of stipulations attached to this Prehearing Statement as Attachment A, two of which Walmart also joins as they relate to Issues 13 and 14. If approved by the Florida Public Service Commission, these stipulations will fully resolve the Parties' respective issues in Docket No. 20230017-EI.

**VIII. PENDING MOTIONS OR OTHER ACTIONABLE MATTERS**

Walmart has no pending Motions at this time.

**IX. PENDING CONFIDENTIALITY REQUESTS OR CLAIMS**

Walmart has no pending confidentiality requests or claims.

**X. OBJECTIONS TO WITNESS QUALIFICATIONS AS AN EXPERT**

Walmart does not object to any witness's qualifications as an expert.

**XI. COMPLIANCE WITH ORDER NO. PSC-2023-0372-PCO-EI**

There are no requirements of Order No. PSC-2023-0372-PCO-EI with which Walmart cannot comply.

Respectfully submitted,

By /s/ Stephanie U. Eaton

Stephanie U. Eaton (FL State Bar No. 165610)  
SPILMAN THOMAS & BATTLE, PLLC  
110 Oakwood Drive, Suite 500  
Winston-Salem, NC 27103  
Phone: (336) 631-1062  
Fax: (336) 725-4476  
[seaton@spilmanlaw.com](mailto:seaton@spilmanlaw.com)

Derrick Price Williamson  
Steven W. Lee  
SPILMAN THOMAS & BATTLE, PLLC  
1100 Bent Creek Boulevard, Suite 101  
Mechanicsburg, PA 17050  
Phone: (717) 795-2741  
Fax: (717) 795-2743  
[dwilliamson@spilmanlaw.com](mailto:dwilliamson@spilmanlaw.com)  
[slee@spilmanlaw.com](mailto:slee@spilmanlaw.com)

*Counsel to Walmart Inc.*

Dated: June 4, 2024

# **ATTACHMENT A**



In re: In re: Petition for limited proceeding for recovery of incremental storm restoration costs related to Hurricanes Ian and Nicole, by Florida Power & Light Company

Docket No. 20230017-EI

**STIPULATIONS**

Florida Power & Light Company (“FPL” or the “Company”) and the Office of Public Counsel (“OPC”) (hereinafter referred to individually as “Party” or collectively as “Parties”) herby agree to submit for approval by the Florida Public Service Commission (“Commission”) the following stipulations to fully resolve the Parties’ respective issues in Docket No. 20230017-EI on the following terms and conditions:

1. The Parties stipulate to having all pre-filed testimony and exhibits filed in this docket entered into the record; specifically the following:
  - a. The direct testimony of FPL witnesses Michael Jarro, along with Exhibits MJ-1 through MJ-6;
  - b. The direct testimony of FPL witness Amber De Lucenay;
  - c. The direct testimony of FPL witness Keith Ferguson, along with Exhibits KF-1 through KF-5;
  - d. The direct testimony of Tiffany C. Cohen, along with Exhibit TCC-1; and
  - e. The direct testimony of Staff witness Yen Ngo, along with Exhibit YN-1.
2. The Parties agree to waive cross-examination of all witnesses and, upon Commission approval, have no objection witnesses being excused from appearing at the hearing.
3. The Parties stipulate to having all FPL’s responses to Staff’s data requests entered into the record.

4. The Parties stipulate to having all FPL responses to interrogatories and requests for production of documents entered into the record.
5. The Parties stipulate and agree that the Incremental Cost and Capitalization Approach prescribed in Rule 25-6.0143, Florida Administrative Code, is applicable to determining the reasonable and prudent amounts to be included in FPL's final Recoverable Storm Amount<sup>1</sup> to be approved in this docket.
6. The Parties stipulate and agree that the record supports a Commission finding that the terms of the Stipulation and Settlement of FPL's Hurricane Irma storm restoration costs approved by Commission Order No. PSC-2019-0319-S-EI in Docket No. 20180049-EI ("Irma Settlement") have been satisfied and met.
7. The Parties stipulate and agree that the record supports a Commission finding that the actual retail incremental storm restoration costs of \$1,023.393 million associated with Hurricane Ian, as shown in Exhibit KF-1, were reasonable and prudent.
8. The Parties stipulate and agree that the record supports a Commission finding that the actual retail incremental storm restoration costs of \$118.423 million associated with Hurricane Nicole, as shown in Exhibit KF-2, were reasonable and prudent.
9. The Parties stipulate and agree that the record supports a Commission finding that FPL's total Recoverable Storm Amount is \$1,298.027 million, as shown on Exhibit KF-3.

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<sup>1</sup> The Recoverable Storm Amount, upon which the Consolidated Interim Storm Restoration Recovery Charge ("Interim Storm Charge") was based, includes: (i) the actual retail incremental storm restoration costs associated with Hurricane Ian; (ii) the actual retail incremental storm restoration costs associated with Hurricane Nicole; (iii) the replenishment of FPL's storm reserve in accordance with Paragraph 10 of the Stipulation and Settlement approved in Order No. PSC-2021-0446-S-EI; and (iv) the remaining amounts to be collected for Hurricanes Michael, Sally, and Zeta, which have been previously approved by the Commission Order Nos. PSC-2020-0349-S-EI and PSC-2022-0406-FOF-EI.

10. The Parties stipulate and agree that the record supports a Commission finding that FPL's final Recoverable Storm Amount was calculated in compliance with the Incremental Cost and Capitalization Approach prescribed in Rule 25-6.0143, Florida Administrative Code.
11. The Parties stipulate and agree that the record supports a Commission finding that the actual revenues collected under the Interim Storm Charge was \$1,313.764 million, as shown on Exhibit TCC-1.
12. The Parties stipulate and agree that the record supports a Commission finding that the one-time true-up methodology for the actual revenues collected under the Interim Storm Charge, as proposed in the direct testimony of FPL witness Tiffany C. Cohen, is reasonable and appropriate. Specifically, the Parties agree that once the Commission has made its final determination of the final actual Recoverable Storm Amount in this proceeding, FPL shall compare the approved Recoverable Storm Amount to the actual total revenues collected from the Interim Storm Charge, as shown on Exhibit TCC-1, in order to determine any excess or shortfall in recovery. The Parties also agree that interest shall be applied to any excess or shortfall at the thirty-day commercial paper rate consistent with Rule 25-6.109, Florida Administrative Code.
13. The Parties stipulate and agree that the record supports a Commission finding that FPL's proposal to make a compliance filing with the Commission that sets forth the calculation of the appropriate true-up rates to apply to customer bills for a one-month period in order to refund the excess or collect the shortfall is reasonable and appropriate. Specifically, the Parties agree that the true-up rates shall be designed in a manner that is consistent with the cost allocation used for the Interim Storm Charge rates filed and approved in Order Nos. PSC-2023-0110-PCO-EI and PSC-2023-0354-PCO-EI, and that FPL shall apply the true-

up rates through the non-fuel energy charge on customers' bills starting on Cycle Day 1 of the first month that is more than thirty days after Commission approval.

14. The Parties stipulate and agree that the Commission should authorize its Staff to review and verify the final true-up rates contained in FPL's proposed compliance filing referenced in Paragraph 13 above.
15. The Parties stipulate and agree that the record supports a Commission finding that FPL's proposal to notify customers of the change in their rates, due to the one-time true-up, at least thirty days in advance in the form of a message on their bill, with more detailed information regarding the revised Interim Storm Charge tariff provided on FPL's website, [www.FPL.com/rates](http://www.FPL.com/rates), is reasonable and appropriate.
16. The Parties stipulate and agree that FPL will continue to implement and update the process provisions set forth in Sections 5 through 17 of the Irma Settlement.



In Witness Whereof, FPL and OPC evidence their acceptance and agreement with all provisions of these Stipulations by their signature.

**FLORIDA POWER & LIGHT COMPANY**

**OFFICE OF PUBLIC COUNSEL**

By: \_\_\_\_\_

John T. Burnett  
Vice President and General Counsel  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408-0420

By: \_\_\_\_\_

Walt Trierweiler  
Public Counsel  
Office of Public Counsel  
111 West Madison Street, Room 812  
Tallahassee, FL 32399-1400