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Attorneys and Counselors at Law
123 South Calhoun Street
P.O. Box 391 32302
Tallahassee, FL 32301

P: (850) 224-9115
F: (850) 222-7560

ausley.com

February 25, 2025

VIA: ELECTRONIC FILING

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

In re: Petition for Rate Increase by Tampa Electric Company

DOCKET NO. 20240026-EI

In re: Petition for approval of 2023 Depreciation and
Dismantlement Study, by Tampa Electric Company

DOCKET NO. 20230139-EI

In re: Petition to implement 2024 Generation Base Rate
Adjustment provisions in Paragraph 4 of the 2021 Stipulation
and Settlement Agreement, by Tampa Electric Company

DOCKET NO. 20230090-EI

Dear Mr. Teitzman:

Attached for filing in the above dockets is Tampa Electric Company's Response in Opposition to the Office of Public Counsel's Motion for Reconsideration and Clarification of Final Order.

Thank you for your assistance in connection with this matter.

Sincerely,

Malcolm N. Means

MNM/bml
Attachment

cc: All Parties of Record (w/attachment)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Rate Increase by Tampa Electric Company.

DOCKET NO. 20240026-EI

In re: Petition for approval of 2023 Depreciation and Dismantlement Study, by Tampa Electric Company.

DOCKET NO. 20230139-EI

In re: Petition to implement 2024 Generation Base Rate Adjustment provisions in Paragraph 4 of the 2021 Stipulation and Settlement Agreement, by Tampa Electric Company.

DOCKET NO. 20230090-EI

FILED: February 25, 2025

**TAMPA ELECTRIC COMPANY'S
RESPONSE IN OPPOSITION TO THE OFFICE OF PUBLIC COUNSEL'S
MOTION FOR RECONSIDERATION AND CLARIFICATION OF FINAL ORDER**

Tampa Electric Company (“Tampa Electric” or the “company”), pursuant to Rule 28-106.204(1), Florida Administrative Code, files this Response in Opposition to the Office of Public Counsel’s (“OPC”) Motion for Reconsideration of Final Order and Motion for Clarification of Certain Provisions and states:

I. BACKGROUND

1. Tampa Electric previously filed for a base rate increase in 2021. The Commission approved a settlement agreement to resolve that case in Order No. PSC-2021-0423-S-EI (“2021 Agreement”).

2. On April 2, 2024, Tampa Electric filed a Petition for Rate Increase, minimum filing requirement schedules (“MFRs”), and testimony requesting an increase in base rates and charges effective January 1, 2025. Among other things, Tampa Electric asked the Commission to continue the storm cost recovery mechanism (“SCRM”) and asset optimization mechanism (“AOM”)

included in the 2021 Agreement because of the benefits those mechanisms provide to the company and its customers.¹

3. The Commission held an evidentiary hearing in the above-captioned dockets on August 26 to 30, 2024. It issued Order No. PSC-2025-0038-FOF-EI, which granted Tampa Electric’s request in part and denied it in part (“Final Order”) on February 3, 2025. OPC filed a Motion for Reconsideration of the Final Order and Motion for Clarification of Certain Provisions on February 18, 2025. *See* DN 01008-2025.

II. STANDARD OF REVIEW

4. The standard of review for reconsideration of a final Commission Order is whether the motion identifies a point of fact or law that the Commission overlooked or failed to consider in rendering the order.² “It is not appropriate for the parties to reargue matters that have already been considered.”³ “Furthermore, a motion for reconsideration should not be granted ‘based upon an arbitrary feeling that a mistake may have been made, but should be based on specific factual matters set forth in the record and susceptible to review.’”⁴

5. The Commission has denied a motion for reconsideration where the movant offered only re-argument to support its claims and disagreement with the weight the Commission gave to the record evidence and where the matters raised by the movant in its motion were considered and rejected by the Commission as unpersuasive.⁵ The Commission has also denied a motion for reconsideration when the movant reargued matters that were already considered by the prehearing officer in denying

¹ *See* Petition for Rate Increase, DN 01489-2024, filed April 2, 2024 in Docket No. 20240026, at 11-12.

² *See* Order No. PSC-2024-0226-FOF-EI, issued July 8, 2024 in Docket No. 20240025-EI, at 2-3 (citing *Stewart Bonded Warehouse, Inc. v. Bevis*, 294 So.2d 315 (Fla. 1974); *Diamond Cab Co. v. King*, 146 So.2d 889 (Fla. 1962); and *Pingree v. Quaintance*, 394 So. 2d 162 (Fla. 1st DCA 1981)).

³ Order No. PSC-2024-0226-FOF-EI, at 3 (citing *Sherwood v. State*, 111 So. 2d 96 (Fla. 3d DCA 1959)).

⁴ Order No. PSC-2024-0226-FOF-EI, at 3 (quoting *Stewart Bonded Warehouse, Inc.*, 294 So. 2d at 317).

⁵ Order No. PSC-2022-0333-FOF-SU, issued September 27, 2022 in Docket No. 20200226-SU, at 9.

a procedural motion, and where the movant did not clearly identify any specific mistakes of fact or law in denying that procedural motion.⁶

III. RESPONSE TO MOTION FOR RECONSIDERATION

A. Summary of the Argument

6. OPC's Motion for Reconsideration should be denied. It does not identify any point of fact or law that the Commission failed to consider. Instead, the motion reframes arguments that the Commission considered and rejected and erroneously summarizes the evidentiary record and Final Order.

B. The Commission Properly Approved the Storm Cost Recovery and Asset Optimization Mechanisms

7. OPC challenges the Commission's approval of Tampa Electric's SCRM and AOM by asserting that the Commission failed to consider the doctrine of administrative finality in the Final Order. This argument fails for several reasons.

8. As a preliminary matter, "it is not an abuse of discretion to deny a motion for reconsideration which raises an issue that could have been, but was not, raised" prior to filing the motion for reconsideration.⁷ OPC failed to raise the doctrine of administrative finality at the evidentiary hearing held in this case on August 26-30, 2024, or in its post-hearing brief, and therefore waived the argument.

⁶ Order No. PSC-2024-0226-FOF-EI, at 4.

⁷ *Chris Thompson, P.A. v. GEICO Indem. Co.*, 349 So. 3d 447, 448–49 (Fla. 4th DCA 2022); citing *Bank of Am., N.A. v. Bank of N.Y. Mellon*, 338 So. 3d 338, 341 n.2 (Fla. 3d DCA 2022) ("A trial court does not abuse its discretion in denying a motion for reconsideration or rehearing which raises an issue that could have [been], but wasn't, raised in the initial motion or at the initial hearing."); see also *Kovic v. Kovic*, 336 So. 3d 22, 25 (Fla. 4th DCA 2022) (stating that an issue was not preserved because "[t]he first time this argument was raised was in the motion for rehearing of the order on appeal"); *Best v. Educ. Affiliates, Inc.*, 82 So. 3d 143, 146 (Fla. 4th DCA 2012) (declining to consider new evidence or argument raised for the first time in a motion for rehearing in the trial court); *Trinchitella v. D.R.F., Inc.*, 584 So. 2d 35, 35 (Fla. 4th DCA 1991) ("We cannot consider the issues raised for the first time in a motion for rehearing in the trial court.").

9. OPC cannot reasonably argue that it was unable to raise this argument prior to reviewing the Final Order, because it raised essentially the same argument in its Post-Hearing brief. There, OPC argued that the Commission cannot rely on the precedential value of the 2021 Agreement in approving the SCRM and the AOM.⁸ OPC now asserts that the Commission violated the “doctrine of administrative finality” by giving the 2021 Agreement precedential value in approving the two regulatory mechanisms.⁹ The crux of these arguments is the same – that the Commission cannot approve continuation of the SCRM and the AOM based on the precedential value of the 2021 Agreement. The Commission considered and rejected this argument in the Final Order, where it found that there was an evidentiary basis to approve the mechanisms *other than* the precedential value of the 2021 Agreement.¹⁰ OPC’s “administrative finality” argument amounts solely to an attempt to resurrect an argument that was already considered, which is not proper grounds for a motion for reconsideration.

10. Furthermore, OPC’s argument for reconsideration of the SCRM and AOM rests on an erroneous reading of both the evidentiary record and the Final Order. While OPC asserts that Tampa Electric asked the Commission to approve the mechanisms based on the precedential value of the 2021 Agreement,¹¹ it does not cite to any pleading or evidence where Tampa Electric made

⁸ See, e.g. OPC’s Post-Hearing Brief, DN 09619-2024, filed October 21, 2024 in Docket No. 20240026-EI, at 85 (“Tampa Electric is prohibited from asserting that a term of the existing settlement agreement approved and adopted by the Commission [in the 2021 Agreement] forms the basis for precedent.”); 86 (“Outside of impermissible reliance on a term of Tampa Electric’s or another company’s settlement, there is no basis for approving an AOM.”).

⁹ Motion for Reconsideration, at 6 (“Importing specific provisions from the 2021 Agreement violates the Commission’s prior 2021 Agreement Order wherein the Commission approved the language that no term would have any precedential value.”).

¹⁰ Final Order, at 172 (“We find based on the testimony and evidence presented that the mechanism has worked well in the past, not because it originated from a settlement but because the process allows for timely recovery of storm restoration costs subject to Commission review, party intervention, and a true-up process that protects ratepayers.”); 177 (“We allow the AOM to continue not merely because it was part of the 2021 Settlement Agreement...”).

¹¹ See Motion for Reconsideration, at 5.

such a request. Tampa Electric did not assert the precedential value of the 2021 Agreement in its Petition¹² or testimony,¹³ and the company explicitly disclaimed doing so on the record:

“Mr. Chairman, can I just add this from [sic] whatever it’s worth? Tampa Electric is not asserting that the Commission should approve this AOM because it’s in an existing settlement agreement. We are asking you to approve it because of the facts and evidence in this case. We are in no way suggesting that because it was in the settlement agreement, it should have any more dignity or less dignity before the Commission right now.” [TR. 3155].

11. Instead, the company offered evidence regarding the benefits these mechanisms provide to the company and its customers.¹⁴ No party offered any testimony showing that the two mechanisms do not offer benefits to customers. The Commission relied on Tampa Electric’s uncontroverted evidence, not its prior approval, as the basis for approving the SCRM and the AOM in the Final Order.¹⁵ The Commission should reject OPC’s attempt to reframe the basis of Tampa Electric’s request and the Commission’s decision in a manner that would justify reconsideration.

12. OPC also erroneously accuses Tampa Electric and the Commission of “[i]mporting” the AOM terms from the 2021 Agreement.¹⁶ The AOM that Tampa Electric proposed is not the AOM that the Commission approved in the 2021 Agreement. Rather, the company proposed that the Commission approve a modified version of the AOM in the 2021

¹² Paragraph 32 of Tampa Electric’s Petition for Rate Increase asked the Commission to extend the SCRM for the express reason that it has “served Tampa Electric and its customers well during the term of the 2021 Agreement by providing an efficient regulatory mechanism for review and recovery of prudent storm damage restoration and recovery costs...” See DN 01489-2024, at 11. Similarly, Paragraph 33 states: “The AOM provision in the 2021 Agreement served Tampa Electric and its customers well during the term of the 2021 Agreement by 12 providing substantial benefits to customers and providing appropriate incentives to the company and should be extended beyond the term of the 2021 Agreement.” *Id.*

¹³ Tampa Electric witness Jeff Chronister testified that the SCRM should be extended because the “provision, and others like it in previous agreements, have served the company and its customers well by providing an efficient regulatory mechanism for review and recovery of prudent storm damage restoration costs.” [Tr. 3354] Similarly, Tampa Electric witness John Heisey testified that the AOM should continue because of its “success...in generating benefits for Tampa Electric’s customers...” [Tr. 3127] One of Mr. Heisey’s exhibits also demonstrated that customers received \$45,616,000 in benefits from the AOM between 2018 and 2023. [Ex. 29]

¹⁴ See, e.g. TR. 3127, 3155, 3354.

¹⁵ See, Final Order at 172, 177.

¹⁶ Motion for Reconsideration, at 6.

Agreement that included new activities. The Commission considered and rejected those proposals,¹⁷ as well as other changes to the AOM such as different revenue-sharing thresholds,¹⁸ in the Final Order. It cannot be fairly said that the Commission simply approved the AOM in the 2021 Agreement based only on its prior approval of the 2021 Agreement.

13. Finally, OPC’s challenge to the Commission’s approval of the SCRM and the AOM is an improper attempt to limit the Commission’s jurisdiction. OPC asserts that the Final Order is erroneous because, “[e]ven if the Commission has the statutory authority to create a new SCRM-type of storm relief and AOM-type of asset optimization, the Final Order merely continues the 2021 SCRM language from the agreement.”¹⁹ OPC’s suggestion that the Commission may not have authority to approve the AOM is erroneous since the Florida Supreme Court brushed aside an argument that the Commission does not have jurisdiction to approve mechanisms like the AOM.²⁰ OPC also appears to argue that the Commission’s approval of any regulatory mechanism that was previously included in a settlement agreement requires OPC’s consent. There is no support for this principle in Chapter 366, and the Commission should reject any attempt to read it into the statutes.

C. The Commission Did Not Shift the Burden of Proof

14. OPC asserts that, by relying on the precedential value of the 2021 Agreement, the Commission “mistakenly shifted the burden of proof from the utility to the intervenors for the independent evidence necessary to support” the SCRM and the AOM.²¹ This argument falsely

¹⁷ Final Order, at 175-176.

¹⁸ Final Order, at 176.

¹⁹ Motion for Reconsideration, at 7.

²⁰ The Florida Supreme Court recently considered a challenge to the Commission’s statutory authority to approve Florida Power & Light Company’s “Asset Optimization Incentive” within a settlement agreement and concluded that this argument did not “give[] us a reason to set aside the order under review.” *Floridians Against Increased Rates, Inc. v. Clark*, 371 So. 3d 905, fn 2 (2023), which can be reasonably understood to mean that the Court believes that the Commission has jurisdiction to approve an AOM.

²¹ Motion for Reconsideration, at 7-8.

presumes that the Commission's approval of the SCRM and the AOM was based solely on the precedential value of the 2021 Agreement, which is addressed above. It also ignores the "independent evidence" that Tampa Electric presented to support the SCR and the AOM, namely testimony regarding the benefits of those mechanisms.²²

15. OPC's argument conflates its own failure to offer evidence in opposition to Tampa Electric's evidence with burden-shifting. Tampa Electric agrees that it had the burden of proof in this base rate case²³ and that that the Commission's decision must be based on competent substantial evidence.²⁴ Tampa Electric met its burden of proof by entering competent substantial evidence into the record to support continuation of the SCRM and the AOM, and as the Commission correctly noted in the Final Order, no party offered conflicting testimony regarding those benefits.²⁵

16. The cross examination of Tampa Electric's witnesses did not diminish the probative value of their testimony and supporting evidence. Witness Chronister was cross-examined about the SCRM but was not questioned on the benefits of the mechanism.²⁶ Witness Heisey received questions about the benefits of the AOM and testified that the customer benefits associated with AOM activities would decrease if the mechanism was not approved.²⁷

17. Once Tampa Electric meets its burden of proof on an issue, as it did here, the Commission cannot simply disregard this evidence because OPC or another party to the

²² See, e.g. Tr. 3354; Tr. 3127

²³ "The burden of proof in ratemaking cases in which a utility seeks an increase in rates rests on the utility." *Florida Pub. Serv. Com'n v. Florida Waterworks Ass'n*, 731 So. 2d 836, 841 (Fla. 1st DCA 1999) ; citing *South Fla. Natural Gas Co. v. Florida Pub. Serv. Comm'n*, 534 So.2d 695 (Fla.1988); *Florida Power Corp. v. Cresse*, 413 So.2d 1187, 1191 (Fla.1982); *Sunshine Utils. v. Florida Pub. Serv. Comm'n*, 577 So.2d 663, 666 (Fla. 1st DCA 1991).

²⁴ See § 120.68, Fla. Stat. Ann.; see also *Floridians Against Increased Rates, Inc. v. Clark*, 371 So. 3d 905, 910 (Fla. 2023) (holding that the Commission's factual findings will be affirmed on appeal if they are supported by competent, substantial evidence in the record).

²⁵ Final Order, at 172, 177.

²⁶ Tr. 3611-3615

²⁷ Final Order, at 175.

proceeding disagrees with the company's position: "Where the testimony on the pivotal issues of fact is not contradicted or impeached in any respect, and no conflicting evidence is introduced, these statements of fact cannot be wholly disregarded or arbitrarily rejected" by the Commission.²⁸ The Commission's observations in the Final Order that Tampa Electric's testimony was unchallenged do not constitute "burden shifting," but instead recognize that the entire weight of the evidence on these issues rested in favor of approving the AOM and SCRM.

D. The Commission's Decision on ROE is Supported by Competent Substantial Evidence

18. OPC's three arguments for reconsideration of the Commission's decision on ROE have no merit and should be rejected.

19. First, OPC erroneously claims that the Commission did not cite to competent substantial evidence that would support a 10.5 percent ROE. The Final Order notes that Tampa Electric's common equity is not publicly traded, so "a market-based cost rate for the Company cannot be directly observed."²⁹ The Commission must instead exercise its discretion to approximate the market-based rate by "using widely accepted cost of capital models and TECO's comparable risk factors."³⁰ Witnesses for Tampa Electric, OPC, and the Federal Executive Agencies ("FEA") presented their estimates of the required ROE based on cost of capital models.³¹ The Final Order extensively discusses these models, their inputs and outputs, and Tampa Electric's company-specific risk factors.³² The Final Order properly notes that the "collective range of the witnesses' cost of equity model results was 8.85 percent to 11.91 percent."³³ Notably, FEA's

²⁸ *Guardian ad Litem Program v. K.H.*, 276 So. 3d 897, 902 n.2 (Fla. 3d DCA 2019) quoting *Duncanson v. Serv. First, Inc.*, 157 So. 2d 696, 699 (Fla. 3d DCA 1963)); *State v. Fernandez*, 526 So. 2d 192, 193 (Fla. 3d DCA 1988); see also *Izquierdo v. Gyroscope, Inc.*, 946 So.2d 115, 118 (Fla. 4th DCA 2007).

²⁹ Final Order, at 80.

³⁰ Final Order, at 84.

³¹ Final Order, at 80-81.

³² Final Order, at 84-94.

³³ Final Order, at 95.

witness Walters' range spanned from 9.29 percent to 11.43 percent.³⁴ The ROE approved by the Commission is within 5 basis points of the average of the range of results supported by Consumer Party/FEA witness Walters and within the collective range of the witnesses' cost of equity model results, which demonstrates that the Commission's 10.5 percent ROE determination is reasonable.

20. The Commission could have ended its explanation with the "collective range," because a 10.5 percent ROE is well within the range of ROEs supported by the expert testimony in the record. The Final Order, however, provides more analysis of the record and further explanation of the Commission's decision. The Commission observed that the "average of the results of the three cost of equity model results is 10.27 percent," and evaluated evidence related to Tampa Electric's company-specific risk factors and rising interest rates before arriving at an ROE award of 10.5 percent. This decision is well-reasoned, well-explained, and based on record evidence that includes the intervening parties' own expert testimony. OPC's assertion that it does not cite to record evidence is accordingly false.

21. Second, OPC improperly asserts that there is no record evidence establishing "the relationship between basis points and risk mitigation" that would support the Commission's decision to recommend a higher ROE than that recommended by its Staff.³⁵ This argument is erroneous because there is competent substantial evidence in the record that would support an ROE of up to 11.9 percent. It is also erroneous because it presupposes that Staff's recommended ROE is the only "correct" answer, and that the Commission must justify any deviation from it. It is well settled that the Commission is "free to accept staff's recommendations, to accept part of staff's

³⁴ See Final Order, at Table 10.

³⁵ Motion for Reconsideration, at 11.

recommendations, or to reject staff's recommendations entirely."³⁶ Staff Recommendations are "not evidence" but are "simply advice, which [the Commission] is free to accept or reject."³⁷ The key is not whether a Commission decision is supported by the staff recommendation, but rather, whether it is supported by competent substantial evidence, which on ROE it is.

22. Third, OPC erroneously asserts that the Commission failed to consider the company's ability to recover storm restoration costs from customers as a mitigating factor in assessing the company's financial risk.³⁸ The Final Order dedicates nearly a full page to discussion and analysis of this very subject.³⁹ For instance, the Final Order discusses Moody's credit rating reports for Tampa Electric, which note both the "credit supportive" nature of the available storm cost recovery as well as the "storm related event risk" associated with the company's "concentrated territory along the Gulf Coast..."⁴⁰ On just the next page, the Final Order summarizes Tampa Electric witness Dylan D'Ascendis' analysis of how the SCRM mitigates, but does not eliminate, the financial risk of major hurricanes.⁴¹ In short, it is indisputable that the Commission considered the mitigating impact of the SCRM on Tampa Electric's financial risk when evaluating the appropriate ROE for the company.

23. OPC also claims that the Commission failed to consider the availability of storm hardening cost recovery through the Storm Protection Plan Cost Recovery Clause as a mitigating factor for the company's hurricane-related financial risk,⁴² but there is evidence regarding this risk mitigating effect in the evidentiary record. In a Moody's Investors Service Credit Opinion included

³⁶ Order No. PSC-02-0413-FOF-TP, issued March 26, 2002 in Docket No. 20001305-TP; *see also* Order No. PSC-11-0524-FOF-EI, issued November 7, 2011 in Docket No. 20100410-EI ("Commission staff recommendations are not agency action. No rights attach to a staff recommendation and we may accept, modify, or reject it.");

³⁷ Order No. PSC-95-0097-FOF-EI, issued January 18, 1995 in Docket No. 930444-EI.

³⁸ Motion for Reconsideration, at 11-12.

³⁹ *See* Final Order, at 92-93.

⁴⁰ Final Order, at 92.

⁴¹ Final Order, at 93.

⁴² Motion for Reconsideration, at 11-12.

in the record as a hearing exhibit, Moody's referred to the availability of storm hardening cost recovery as "credit positive" because it allows utilities to make investments to "ensure customer reliability."⁴³ This same credit report, however, assigned Tampa Electric a "highly negative environmental risk" related to "hurricanes and tropical storms."⁴⁴ It is unreasonable for the parties to expect that the Final Order should comment on every piece of evidence included in the evidentiary record, and this evidence was part of the record the Commission considered when it made its ROE determination. It is also unreasonable to presume that the Commission failed to consider a piece of evidence if it did not write about it in a final order. There is no indication that the Commission failed to consider this record evidence in making its decision on the appropriate ROE. The Commission's determination on the company's mid-point ROE is supported by competent substantial evidence and should not be reconsidered.

IV. RESPONSE TO MOTION FOR CLARIFICATION

24. OPC seeks clarification on (1) the scope of the Commission's approval of the company's SCRM and AOM⁴⁵ and (2) possible calculation errors underlying the 2025 base rate increase as approved in Issue No. 69. The company offers the following thoughts for the Commission's consideration.

25. Scope of Approvals. Tampa Electric requested that the Commission approve the SCRM and AOM in their entirety, with certain modifications to the activities eligible for the

⁴³ Exhibit No. 177, at E3460-E3461.

⁴⁴ *Id.*

⁴⁵ Motion for Reconsideration, at 13-14.

AOM.⁴⁶ The Final Order clearly reflects that the Commission approved these paragraphs in their entirety but did not approve the company's proposed modifications to the AOM.⁴⁷

26. OPC's suggestion that including Paragraph 8(c) of the 2021 Agreement in its approval of the SCRM impairs the rights of potential litigants in future storm cost recovery proceedings is misguided. The Commission has always had the authority to determine the scope of the issues to be addressed in a proceeding. Approving Paragraph 8(c) of the SCRM in this proceeding benefits the regulatory process by putting the parties on notice of what issues will and will not be addressed in future storm cost recovery proceedings so the parties can plan and govern themselves accordingly.

27. Possible Errors. Tampa Electric cannot determine with precision from the information included in Attachment A of the Motion for Clarification whether there were errors made in the calculation of the 2025 base rate increase as approved in Issue No. 69. The company's preliminary evaluation suggests that the net effect of the clarifications requested by OPC would slightly increase the annual operating revenue increase in Issue No. 69 and cause small increases to the customer rates approved by the Commission in December 2024.

28. The company placed the rates approved by the Commission in December 2024 into effect with the first billing cycle of January 2025. The administrative cost and customer confusion associated with providing notice to customers and implementing small base rate changes in the middle of a calendar year could be material and should be avoided if possible.

⁴⁶ Tampa Electric witness Heisey asked the Commission to approve Paragraph 12 of the 2021 Agreement in its entirety with certain modifications: "Given the success of the Asset Optimization mechanism in generating benefits for Tampa Electric's customers, the company believes the program should continue beyond the expiration date of the 2021 Agreement..." [Tr. 3127] and "Tampa Electric proposes two modifications to the existing Asset Optimization Mechanism." [Tr. 3127] Tampa Electric witness Chronister asked the Commission to approve Paragraph 8 in its entirety as well: "[t]he company's proposal for addressing storm cost recovery is the method presented in section 8 in the 2021 Agreement..." [Tr. 3354]

⁴⁷ Final Order, at 173; Final Order, at 177.

29. Accordingly, the company proposes to recover (or return) the incremental (or decremental) amount of revenue identified through any clarifications through the energy conservation cost recovery clause, or another of the company's cost recovery clauses selected by the Commission, for 2025 and to add the impact of the clarifications to revenue to the calculation of the appropriate base rates for the calendar year 2026 subsequent year adjustment scheduled to take effect with the first billing cycle for January 2026.

WHEREFORE, Tampa Electric Company requests that the Commission issue an order making appropriate clarifications and denying OPC's Motion for Reconsideration of Final Order.

DATED this 25th day of February, 2025.

Respectfully submitted,



J. JEFFRY WAHLEN
jwahlen@ausley.com
MALCOLM N. MEANS
mmeans@ausley.com
VIRGINIA PONDER
vponder@ausley.com
Ausley McMullen
Post Office Box 391
Tallahassee, Florida 32302
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing Response to Motion for Reconsideration of Final Order, filed on behalf of Tampa Electric Company, has been furnished by electronic mail on this 25th day of February, 2025 to the following:

Adria Harper
Carlos Marquez
Timothy Sparks
Daniel Dose
Florida Public Service Commission/OGC
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
aharper@psc.state.fl.us
cmarquez@psc.state.fl.us
tsparks@psc.state.fl.us
ddose@psc.state.fl.us
discovery-gcl@psc.state.fl.us

Walt Trierweiler
Patricia Christensen
Octavio Simoes-Ponce
Charles Rehwinkel
Mary Wessling
Austin Watrous
Office of Public Counsel
c/o The Florida Legislature
111 West Madison Street, Room 812
Tallahassee, FL 32399-1400
trierweiler.walt@leg.state.fl.us
christensen.patty@leg.state.fl.us
ponce.octavio@leg.state.fl.us
rehwinkel.charles@leg.state.fl.us
wessling.mary@leg.state.fl.us
watrous.austin@leg.state.fl.us

Robert Scheffel Wright
John LaVia, III
Gardner, Bist, Wiener, Wadsworth, Bowden,
Bush, Dee, LaVia & Wright, P.A.
1300 Thomaswood Drive
Tallahassee, FL 32308
shef@gbwlegal.com
jlavia@gbwlegal.com

Jon Moyle
Karen Putnal
c/o Moyle Law Firm
118 N. Gadsden Street
Tallahassee, FL 32301
jmoyle@moylelaw.com
kputnal@moylelaw.com
mqualls@moylelaw.com

Leslie R. Newton, Maj. USAF
Ashley N. George, Capt. USAF
AFLOA/JAOE-ULFSC
139 Barnes Drive, Suite 1
Tyndall Air Force Base, Florida 32403
Leslie.Newton.1@us.af.mil
Ashley.George.4@us.af.mil

Thomas A. Jernigan
AFCEC/JA-ULFSC
139 Barnes Drive, Suite 1
Tyndall Air Force Base, Florida 32403
thomas.jernigan.3@us.af.mil

Ebony M. Payton
AFCEC-CN-ULFSC
139 Barnes Drive, Suite 1
Tyndall Air Force Base, Florida 32403
Ebony.Payton.ctr@us.af.mil

Michael A. Rivera, Capt, USAF
AFLOA/JAOE-ULFSC
139 Barnes Drive, Suite 1
Tyndall Air Force Base, Florida 32403
Michael.Rivera.51@us.af.mil

Bradley Marshall
Jordan Luebke
Earthjustice
111 S. Martin Luther King Jr. Blvd.
Tallahassee, FL 32301
bmarshall@earthjustice.org
jluebke@earthjustice.org

Hema Lochan
Earthjustice
48 Wall St., 15th Fl
New York, NY 10005
hlochan@earthjustice.org
flcaseupdates@earthjustice.org

Stephanie U. Eaton
Spilman Thomas & Battle, PLLC
110 Oakwood Drive, Suite 500
Winston-Salem, NC 27103
seaton@spilmanlaw.com

Sari Amiel
Sierra Club
50 F. Street NW, Eighth Floor
Washington, DC 20001
sari.amiel@sierraclub.org

Nihal Shrinath
2101 Webster Street, Suite 1300
Oakland, CA 94612
nihal.shrinath@sierraclub.org

Floyd R. Self
Ruth Vafek
Berger Singerman, LLP
313 North Monroe Street, Suite 301
Tallahassee, FL 32301
fself@bergersingerman.com
rvafek@bergersingerman.com

Steven W. Lee
Spilman Thomas & Battle, PLLC
1100 Bent Creek Boulevard, Suite 101
Mechanicsburg, PA 17050
slee@spilmanlaw.com



ATTORNEY