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December 19, 2025

**-VIA ELECTRONIC DELIVERY-**

Adam Teitzman, Commission Clerk  
Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Docket No. 20240149-EI  
Petition for limited proceeding for recovery of incremental storm restoration costs  
related to Hurricanes Debby, Helene, and Milton, by Florida Power & Light  
Company

Dear Mr. Teitzman:

Attached for electronic filing in the above docket is the prepared testimony and exhibits of Florida Power & Light Company ("FPL") witness Amin Mohomed. This testimony is submitted in support of FPL's Petition for Approval of the Actual Incremental Storm Restoration Costs Associated with Hurricanes Debby, Helene, and Milton and Associated True-Up Process.

Please let me know if you have any questions regarding this submission.

Sincerely,

/s/ Joel T. Baker

Joel T. Baker  
Fla. Bar No. 0108202

cc: Counsel for Parties of Record

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copies of the foregoing have been furnished by Electronic Mail to the following parties of record this 19th day of December 2025:

Jennifer Crawford Suzanne Brownless Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399 jcrowfor@psc.state.fl.us sbrownle@psc.state.fl.us <b><i>For Commission Staff</i></b>	Walt Trierweiler Charles J. Rehwinkel Mary A. Wessling c/o The Florida Legislature 111 West Madison Street, Room 812 Tallahassee, FL 32399-1400 Trierweiler.walt@leg.state.fl.us rehwinkel.charles@leg.state.fl.us wessling.mary@leg.state.fl.us <b><i>For Office of Public Counsel</i></b>
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*s/Joel T. Baker*

Joel T. Baker  
Fla. Bar No. 0108202

*Attorney for Florida Power & Light Company*

1                   **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**  
2                   **FLORIDA POWER & LIGHT COMPANY**  
3                   **DIRECT TESTIMONY OF AMIN MOHOMED**  
4                   **DOCKET NO. 20240149-EI**  
5                   **DECEMBER 19, 2025**

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1 **I. INTRODUCTION**

2 **Q. Please state your name, business address, employer and position.**

3 A. My name is Amin Mohomed. My business address is 700 Universe Boulevard, Juno  
4 Beach, Florida 33408. I am employed by Florida Power & Light Company (“FPL” or  
5 “Company”) as Assistant Controller.

6 **Q. Please summarize your educational background and professional experience.**

7 A. I graduated from Minnesota State University, Mankato in 2008 with a Bachelor of  
8 Science Degree in Accounting and Economics and earned a Master of Business  
9 Administration degree from the same university in 2010. From 2010 to 2017, I was  
10 employed by Wilary Winn, LLC, a consulting firm based in St. Paul, Minnesota  
11 providing valuation and accounting advisory services to the banking sector. From 2017  
12 to 2019, I worked for FPL in the Accounting Policy & Research group. In 2019, I joined  
13 the Financial Accounting Standards Board as a member of its research staff, focusing on  
14 analyzing technical accounting issues and providing recommendations that addressed the  
15 needs of financial statement users. I returned to FPL in 2021 as the Senior Manager of  
16 Accounting Policy & Research, and in 2023, I assumed my current role of Assistant  
17 Controller responsible for overseeing FPL’s general accounting functions, including cost  
18 recovery clauses. I am a Certified Public Accountant (“CPA”) licensed in the State of  
19 Minnesota and a member of the American Institute of CPAs.

20 **Q. Are you sponsoring any exhibits in this case?**

21 A. Yes. I am sponsoring the following exhibits:

- 22 • Exhibit AM-1 – Hurricane Debby Incremental Storm Restoration Costs through  
23 June 1, 2025

- Exhibit AM-2 – Hurricane Helene Incremental Storm Restoration Costs through June 1, 2025
- Exhibit AM-3 – Hurricane Milton Incremental Storm Restoration Costs through June 1, 2025
- Exhibit AM-4 – Total Storm Costs to be Recovered from Customers
- Exhibit AM-5 – Deloitte & Touche Engagement Letter
- Exhibit AM-6 – Deloitte & Touche Attestation Report

**Q. What is the purpose of your testimony?**

A. The purpose of my testimony is to present the amount of storm restoration costs incurred by FPL for Hurricanes Debby, Helene, and Milton and the accounting treatment for those costs. In addition, I demonstrate that FPL's storm restoration and accounting processes and controls are well established, documented, and implemented by Company personnel who are trained to ensure proper storm accounting and ratemaking. I discuss how the Company incorporated certain provisions of the Stipulation and Settlement of FPL's Hurricane Irma storm restoration costs approved by the Florida Public Service Commission ("Commission") Order No. PSC-2019-0319-S-EI in Docket No. 20180049-EI ("Irma Settlement") and the Stipulations of FPL's Ian and Nicole storm restoration costs approved by the Commission in Order No. PSC-2024-0227-S-EI, Docket No. 20230017-EI ("Ian Stipulations"), including supporting documentation for storm expenses related to Hurricanes Debby, Helene, and Milton. Finally, consistent with the Amended Joint Stipulations between FPL and the Office of Public Counsel ("OPC") filed in this docket on October 20, 2025 (the "Milton Stipulations"), I present the Attestation Report issued by Deloitte & Touche LLP ("Deloitte"), an independent external audit

1 firm, related to FPL's Hurricane Milton Storm Restoration Costs and supporting  
2 documentation.

3 **Q. Please summarize your testimony.**

4 A. FPL's long-standing control processes and procedures were utilized for the storm costs  
5 associated with Hurricanes Debby, Helene, and Milton to ensure proper storm accounting  
6 and ratemaking. Finance and Accounting representatives ("Finance Section Chiefs") and  
7 business unit finance representatives ("Business Unit Coordinators"), together with  
8 additional FPL employees, ensured active, real-time financial controls during the storm  
9 events. Post storm restoration, FPL's Accounting department reviewed the storm loss  
10 estimates compiled by each functional business unit for reasonableness prior to recording  
11 those estimated costs on the financial statements. Additionally, FPL's accounting of the  
12 storm costs incurred for Hurricanes Debby, Helene, and Milton complies with the  
13 applicable provisions of the Irma Settlement, as well as the Ian Stipulations that require  
14 "FPL [to] continue to implement and update the process provisions set forth in Sections  
15 5 through 17 of the [Irma Settlement]." Through the application of FPL's well-  
16 established accounting processes and controls, the Company ensured proper accounting  
17 of all costs.

18  
19 The resulting retail recoverable incremental costs for Hurricanes Debby, Helene, and  
20 Milton are \$88.3 million, \$167.6 million, and \$774.4 million, respectively, after  
21 removing capitalizable costs and accounting for jurisdictional factors and non-  
22 incremental costs pursuant to the Commission's Incremental Cost and Capitalization  
23 Approach ("ICCA") methodology prescribed in Rule 25-6.0143, Florida Administrative

1 Code (“the Storm Rule”). The incremental amounts reflected on Exhibits AM-1, AM-2,  
2 and AM-3 for Hurricanes Debby, Helene, and Milton, respectively, have been calculated  
3 in accordance with the ICCA methodology as required by the Storm Rule. In addition,  
4 Exhibit AM-4 reflects the total amount to be recovered from customers, which includes  
5 the replenishment of FPL’s storm reserve.  
6

## 7 II. STORM ACCOUNTING PROCESS AND CONTROLS

8 **Q. Please describe the accounting guidance and process that FPL uses for storm costs.**

9 A. FPL’s storm accounting process adheres to Accounting Standards Codification 450,  
10 Contingencies (“ASC 450”), which prescribes that an estimated loss from an event is  
11 recognized only if the available information indicates that (1) it is probable an asset has  
12 been impaired or a liability has been incurred at the reporting date, and (2) the amount of  
13 the loss can be reasonably estimated. FPL incurs a liability for a qualifying storm event,  
14 such as a hurricane, because it has an obligation to customers to restore power and repair  
15 damage to its system. Therefore, once a storm event has taken place, FPL assesses the  
16 estimated costs to restore the system to pre-event conditions and accrues that liability in  
17 full when the amount can be reasonably estimated under ASC 450. FPL’s storm  
18 accounting process is well established and has been consistently applied to record the  
19 storm restoration costs associated with Hurricanes Debby, Helene, and Milton.

20 **Q. How does FPL track storm restoration costs?**

21 A. FPL establishes unique functional (*i.e.*, distribution, transmission, etc.) Work Breakdown  
22 Structures (“WBSs”) for each storm to aggregate the total amount of storm restoration  
23 costs incurred for financial reporting, regulatory recovery, and other reporting purposes.



1 The Company uses these WBSs to account for all costs directly associated with  
2 restoration, including costs that would not be recoverable from FPL’s storm reserve or  
3 through a surcharge based on the Commission’s requirements under the ICCA  
4 methodology set forth in the Storm Rule. All storm restoration costs charged to storm  
5 WBSs are recorded initially to FERC Account 186, Miscellaneous Deferred Debits, and  
6 subsequently cleared by charging the costs, as appropriate, to the storm reserve, base  
7 Operations & Maintenance (“O&M”) expense, capital, or below-the-line expense.

8 **Q. When did FPL begin charging costs related to Hurricanes Debby, Helene, and**  
9 **Milton to the storm WBSs?**

10 A. Due to the expected risk of significant outages and substantial infrastructure damages,  
11 FPL began making financial commitments associated with securing resources prior to  
12 the anticipated impacts from Hurricanes Debby, Helene, and Milton. In accordance with  
13 FPL’s Storm Accounting Policy and with authorization from FPL’s President and CEO,  
14 FPL established and activated storm WBSs to begin tracking and charging costs for  
15 Hurricanes Debby, Helene, and Milton on August 2, 2024, September 24, 2024, and  
16 October 6, 2024, respectively. An email communication was sent to all FPL business  
17 units to inform them that storm WBSs had been activated for the purpose of collecting  
18 and tracking storm restoration charges. Attached to the email, FPL also provided: (1) a  
19 listing of WBSs by function and location; (2) guidance on recording time for payroll; and  
20 (3) guidance on the types of costs eligible to be charged to storm WBSs. Pre-landfall  
21 costs charged to the storm WBSs include the acquisition of external resources (*e.g.*, line  
22 and vegetation contractors), mobilization and pre-staging of internal and external  
23 resources, opening of staging and processing sites, reserving lodging, and securing FPL’s

1 existing operational facilities in preparation for the impacts of the storm as further  
2 explained by FPL witness Jarro.

3 **Q. What operational internal controls are in place during a restoration event to ensure**  
4 **storm accounting procedures are followed?**

5 A. Finance and Accounting employees are key to storm restoration accounting and controls.  
6 The FPL Command Center organization recognizes the critical role and responsibilities  
7 of these employees. Finance Section Chiefs are assigned to each staging and processing  
8 site to ensure active, real-time financial controls are in effect and adhered to during the  
9 restoration event. Responsibilities of the Finance Section Chief include ensuring  
10 procedural compliance with internal cost controls, providing guidance and oversight to  
11 ensure prudent spending, and collecting and analyzing data in real-time. Representatives  
12 from FPL's Human Resources Department are also embedded at many sites and perform  
13 internal control support tasks, such as providing guidance on the proper information to  
14 include on employee timesheets.

15

16 In addition, Business Unit Coordinators perform a storm controllership function for their  
17 respective business units. The responsibilities of the Business Unit Coordinator include  
18 communicating the storm WBS instructions to the personnel directly supporting storm  
19 restoration, ensuring that appropriate costs are charged to the storm WBSs, and preparing  
20 cost estimates before, during, and after the restoration is complete.

21

22 Every year, in advance of the storm season, FPL provides extensive training to Finance  
23 Section Chiefs and Business Unit Coordinators. It includes live training and drills during

1 FPL's "dry run" storm event further described in the testimony of FPL witness Jarro.  
2 Costs associated with the annual training are not considered storm restoration costs and  
3 are not included in the costs presented in this docket.

4 **Q. Did FPL utilize these processes in advance of and during its response to Hurricanes**  
5 **Debby, Helene, and Milton?**

6 A. Yes. These controls were consistently used to ensure effective and consistent application  
7 of the storm accounting processes for all three storm events.

8 **Q. Does FPL's Accounting Department complete a review of storm restoration costs**  
9 **recorded by each business unit after restoration work is completed?**

10 A. Yes. Following completion of storm restoration activities, the Accounting Department  
11 reviews the storm loss estimates prepared by each functional business unit for each event  
12 for reasonableness. Upon conclusion of this review, Accounting classifies and records  
13 the costs, as applicable, to the storm reserve (or to a regulatory asset if the storm reserve  
14 is depleted), base O&M expense, capital, or below-the-line expense, to ensure  
15 appropriate ratemaking treatment and financial statement presentation.

16 **Q. Was the process as described above followed for Hurricanes Debby, Helene, and**  
17 **Milton?**

18 A. Yes. The Accounting Department consistently followed this process for Hurricanes  
19 Debby, Helene, and Milton.

20

1                   **III. COMPLIANCE WITH THE IRMA SETTLEMENT AND IAN**  
2   **STIPULATIONS**

3   **Q. Please discuss the accounting-related provisions included in the Irma Settlement**  
4   **and Ian Stipulations that were incorporated into the review of storm restoration**  
5   **costs associated with Hurricanes Debby, Helene, and Milton.**

6   A. While FPL witness De Lucenay describes in detail the processes followed in the  
7   reviewing, approving, and, where applicable, adjusting line and vegetation contractor  
8   invoices related to the three storms, I will address FPL's compliance with the following  
9   accounting requirements agreed to in the Irma Settlement and reconfirmed in the Ian  
10   Stipulations:

- 11           • FPL's obligation to provide supporting expense documentation including a  
12           summary of expenses showing total expenses incurred by specified cost  
13           categories (Irma Settlement Section 16); and
- 14           • FPL's obligation to provide searchable and sortable data for each storm exported  
15           from FPL's StormForce App (Irma Settlement Section 16).

16   **Q. Has FPL provided the supporting files for Hurricanes Debby, Helene, and Milton**  
17   **consistent with section 16 of the Irma Settlement?**

18   A. Yes. Contemporaneously with the filing of its petition and direct testimony, FPL is  
19   providing confidential sortable spreadsheets of line and vegetation contractor costs.  
20   These spreadsheets encompass most of the costs incurred for each storm event and  
21   substantiate the total costs by category for Hurricanes Debby, Helene, and Milton, as  
22   reflected in Exhibits AM-1, AM-2, and AM-3, respectively.

1 **Q. Did FPL use the StormForce App during restoration for Hurricanes Debby, Helene,**  
2 **and Milton consistent with section 16 of the Irma Settlement?**

3 A. Yes. FPL utilized the StormForce App during the storm restoration for Hurricanes  
4 Debby, Helene, and Milton which, as discussed in greater detail by FPL witness De  
5 Lucenay, formed the basis of the contract specific “flat files” being provided  
6 contemporaneously with the filing of FPL’s petition and direct testimony in this docket.  
7

8 **IV. HURRICANE MILTON AMENDED JOINT STIPULATIONS**

9 **Q. Please describe the independent examination provision reflected in the Milton**  
10 **Stipulations.**

11 A. Pursuant to the Milton Stipulations filed in this docket, FPL engaged an independent  
12 third-party accounting firm, Deloitte, to perform an independent examination of the  
13 storm costs associated with Hurricane Milton. The purpose of this examination is to  
14 confirm the accuracy and validity of FPL’s Hurricane Milton storm restoration costs,  
15 verify that the costs incurred were within the appropriate time period, and ensure the  
16 costs were adequately and completely supported, and properly approved. In addition,  
17 Deloitte reviewed the Company’s incremental Hurricane Milton costs to confirm whether  
18 those costs were recorded consistently with applicable accounting and cost recovery  
19 guidelines established by the Commission under the Storm Rule. A copy of the  
20 engagement letter signed by FPL and Deloitte is provided herein as Exhibit AM-5.  
21  
22

1   **Q.     What type of engagement did Deloitte complete in connection to the Hurricane**  
2   **Milton examination?**

3   A.     Deloitte conducted an examination employing procedures substantively comparable to  
4           those used in a financial-statement audit and issued an opinion addressing the accuracy  
5           of FPL’s Hurricane Milton storm cost amounts and compliance with the Storm Rule.  
6           Under applicable professional standards, an “audit” refers to an engagement to express  
7           an opinion on a company’s complete set of financial statements (*e.g.*, balance sheet,  
8           income statement, statement of cash flows, and related disclosures). Engagements  
9           limited to selected financial information are not characterized as audits. In such  
10          circumstances, auditors may perform an “examination” under attestation standards,  
11          which is designed to provide reasonable assurance and culminates in an opinion. For  
12          purposes of the storm restoration costs associated with Hurricane Milton, Deloitte  
13          performed an examination and attestation type of review because their review and  
14          opinions were focused on the storm cost amounts and not FPL’s complete set of financial  
15          statements as required for a formal audit.

16   **Q.     Please further describe the examination conducted by Deloitte.**

17   A.     Deloitte performed an attestation examination of FPL’s Hurricane Milton storm  
18          restoration costs pursuant to Section 3(c) of the Milton Stipulation. Section 3(c) of that  
19          stipulation requires testing of all cost categories — including line and vegetation  
20          contractors and utility-incurred logistics (staging sites, base camps, hotels, and meals) —  
21          using statistical sampling consistent with American Institute of Certified Public  
22          Accountants (“AICPA”) attestation standards. The prescribed testing includes: (1)  
23          comparisons of vendor employee rosters to approved timesheets; (2) review of executed

1 contracts, labor and equipment rates, established workday hours, overtime and double-  
2 time criteria, and vendor employee rosters; and (3) inspection and comparison of invoices  
3 against submitted timesheets.

4  
5 Consistent with these requirements, Deloitte's examination entailed a detailed review of  
6 Hurricane Milton costs incurred by FPL. In completing their examination, the auditors:  
7 (i) selected samples across all relevant cost categories (*e.g.*, payroll, contractors) and  
8 operational functions (*e.g.*, distribution, transmission); (ii) assessed the nature of the  
9 sampled transactions; traced transaction details to underlying documentation (including  
10 rosters, timesheets, and invoices) to confirm accuracy; and (iii) verified that  
11 disbursements were properly supported and authorized. The examination further  
12 evaluated the Company's compliance with the Storm Rule, including the application of  
13 the ICCA.

14  
15 The examination of costs performed by Deloitte was substantially the same independent  
16 review process employed for Hurricane Ian, which ultimately resulted in stipulations that  
17 fully resolved all issues in that storm cost recovery docket.

18 **Q. What were the results of the examination conducted by Deloitte?**

19 A. As reflected in Deloitte's Attestation Report issued on December 10, 2025, Deloitte  
20 expressed an opinion that the Hurricane Milton incremental storm restoration costs as  
21 reflected on Exhibit AM-3 were an accurate presentation of the incremental storm  
22 restoration costs incurred through June 1, 2025. Additionally, Deloitte opined on the

1       appropriateness of the documentation to support the accompanying costs. A copy of  
2       Deloitte's Attestation Report is attached to my testimony as Exhibit AM-6.

3     **Q. Did FPL use these same processes and documentation methods for storm**  
4     **restoration costs associated with Hurricanes Debby and Helene?**

5 A. Yes.

V. ACCOUNTING TREATMENT FOR HURRICANES DEBBY, HELENE, AND MILTON

9     **Q.     How does FPL typically account for storm restoration costs?**

A. As described previously, FPL employs unique storm WBSs, organized by function and location, to record and track storm restoration activities for each hurricane. Amounts are initially accumulated in FERC Account 186, Miscellaneous Deferred Debits. Costs are subsequently cleared and charged, as appropriate, to the storm reserve, base O&M expense, capital, or below-the-line expense.

The capitalizable portion of storm event costs are determined pursuant to part (1)(d) of the Storm Rule, which requires exclusion of “the normal cost for the removal, retirement and replacement of those facilities in the absence of a storm. After accounting for that exclusion, the remaining capitalizable amount is reclassified by crediting FERC Account 186 and debiting FERC Account 107, Construction Work in Progress (“CWIP”).

When storm restoration costs are charged to the storm reserve, FPL applies the ICCA methodology under the Storm Rule to remove non-incremental O&M expenses. Those



1 amounts are credited from FERC Account 186 and debited to base O&M. Finally, non-  
2 recoverable amounts, if any, are reclassified as below-the-line expenses.

3

4 After the capital costs, non-incremental O&M expenses, and non-recoverable costs are  
5 removed from FERC Account 186, the remaining balance, representing incremental  
6 storm charges, is jurisdictionalized by using retail separation factors authorized by the  
7 Commission, and credited from FERC Account 186 and debited to the storm reserve.  
8 The remaining non-retail component of the incremental storm charges is credited from  
9 FERC Account 186 and debited to base O&M expense, leaving a zero balance in FERC  
10 Account 186.

11 **Q. How did FPL account for the storm restoration costs associated with Hurricanes**  
12 **Debby, Helene, and Milton?**

13 A. FPL accounted for all Hurricane Debby, Helene, and Milton storm restoration costs by  
14 recording them initially in FERC Account 186 and subsequently clearing them by  
15 charging the costs, as appropriate, to the storm reserve, base O&M expense, capital, or  
16 below-the-line expense.

17 **Q. What categories of storm restoration costs did FPL charge to FERC Account 186**  
18 **for Hurricanes Debby, Helene, and Milton?**

19 A. As reflected on line 10 of Exhibits AM-1, AM-2, and AM-3, FPL charged \$107.2 million,  
20 \$192.9 million and \$876.1 million in storm restoration costs related to Hurricanes Debby,  
21 Helene, and Milton, respectively, to FERC Account 186. The amount charged and  
22 description of each category is shown in the table below and reflected on lines 1 through  
23 10 on Exhibits AM-1, AM-2 and AM-3.

Line No.	Categories (\$000s)	Storm Restoration Costs by Hurricane		
		Debby (1)	Helene (2)	Milton (3)
1	FPL Regular Payroll & Related Costs	\$ 3,018	\$ 4,730	\$ 11,335
2	FPL Overtime Payroll & Related Costs	8,650	11,174	24,938
3	Contractors & Line Clearing Costs	74,704	132,254	619,826
4	Vehicle & Fuel	3,898	6,456	22,063
5	Materials & Supplies	3,111	9,309	43,639
6	Logistics Costs	11,889	25,771	144,709
7	Other	1,910	3,227	9,605
8	Total Storm Related Restoration Costs	\$ 107,180	\$ 192,922	\$ 876,115

- FPL Regular Payroll and Related Costs:** Represents regular payroll and related payroll overheads for FPL employee time spent in direct support of storm restoration. This amount excludes bonuses and incentive compensation.
- FPL Overtime Payroll and Related Costs:** Represents overtime payroll and payroll tax overheads for FPL employee time spent in direct support of storm restoration.
- Contractor and Line Clearing Costs:** Represents costs primarily related to line contractors, vegetation contractors, and mutual aid utilities, including mobilization and de-mobilization costs.
- Vehicle and Fuel:** Represents vehicle utilization and fuel used by FPL and contractor vehicles for storm restoration activities.
- Materials and Supplies:** Represents materials and supplies used to repair and restore service and facilities to pre-storm condition.
- Logistics Costs:** Represents costs for staging and processing sites, meals, lodging, buses and transportation, and rental equipment used by employees and contractors in direct support of storm restoration.

- **Other:** Represents other miscellaneous costs, including payroll and related overheads from affiliate personnel directly supporting storm restoration.

**Q. How did FPL determine the amount of capital costs it recorded on its books and records for Hurricanes Debby, Helene, and Milton?**

A. FPL determined capitalizable storm restoration costs pursuant to part (1)(d) of the Storm Rule, which requires exclusion of “the normal cost for the removal, retirement and replacement of those facilities in the absence of a storm” prior to calculating storm restoration capital. Consistent with its accounting practices, FPL initially recorded all storm restoration costs (including follow-up work) to FERC Account 186 and then reclassified estimated capital costs to FERC Account 107, CWIP.

For capital costs incurred during storm restoration, FPL employed a capital estimation process derived from the amount of materials and supplies issued during each storm less returns of such assets. FPL used a blended average hourly rate for both overhead and underground activities, under non-storm conditions, in its calculation of capital cost for Hurricanes Debby, Helene, and Milton. Once restoration was complete, FPL utilized its Work Management System to calculate the total amount of capital cost for the distribution function in accordance with FPL’s capitalization policy.

The capital cost for distribution follow-up work and all other capital related work were determined based on the actual work performed and then recorded to the balance sheet in accordance with FPL’s capitalization policy.

1 After the capital jobs were completed, the CWIP account was credited and the  
2 appropriate functional plant account in FERC Account 101, Plant in Service, was debited  
3 based on the estimated cost of installed units of property. Retirements of fixed assets  
4 removed during restoration were recorded when the new incurred capital costs were  
5 placed in service through a new discrete WBS.

6

7 As reflected on line 19 of Exhibits AM-1, AM-2, and AM-3, FPL recorded capital costs  
8 totaling \$14.9 million, \$22.0 million, and \$94.2 million for Hurricanes Debby, Helene,  
9 and Milton, respectively.

10 **Q. Did FPL receive, or does it expect to receive, any insurance recoveries associated**  
11 **with storm damage resulting from Hurricanes Debby, Helene, and Milton?**

12 A. No. FPL has not received, and does not expect to receive, insurance recoveries related  
13 to Hurricanes Debby, Helene, and Milton. FPL does not maintain insurance coverage  
14 for its transmission and distribution (“T&D”) assets. With respect to insured non-T&D  
15 assets, no storm-related loss from Hurricanes Debby, Helene, or Milton exceeded the  
16 applicable deductible and, therefore, no property insurance recoveries are anticipated.

17 **Q. What was the total amount of storm restoration costs for Hurricanes Debby, Helene,**  
18 **and Milton that was charged to the storm reserve?**

19 A. As reflected on line 52 of Exhibits AM-1, AM-2, and AM-3, the amount of storm  
20 restoration costs charged to the storm reserve on a jurisdictional basis for Hurricanes  
21 Debby, Helene, and Milton totaled \$88.3 million, \$167.6 million, and \$774.4 million,  
22 respectively, as shown in the table below.

Line No.	Storm Restoration Costs (\$000s)	Storm Restoration Costs by Hurricane		
		Debby (1)	Helene (2)	Milton (3)
1	Incurred Storm Restoration Costs as of June 1, 2025	\$ 107,180	\$ 192,922	\$ 876,115
2	Less: Capital Costs	14,887	22,006	94,198
3	Less: Non-Incremental Cost	3,591	2,476	4,632
4	Total Incremental Costs	\$ 88,702	\$ 168,439	\$ 777,285
5				
6	Total Jurisdictional Storm Related Restoration Costs	\$ 88,324	\$ 167,613	\$ 774,372

**Q. Did FPL transfer the amount of Eligible Restoration Costs that exceeded the pre-storm balance of the retail storm reserve?**

A. Yes. As required under part (1)(i) of the Storm Rule, FPL transferred the amount of Eligible Restoration Costs that exceeded the pre-storm balance of the retail Storm Reserve in FERC Account 228.1, Accumulated provision for property insurance, to FERC Account 182.3, Other Regulatory Assets.

**Q. Has FPL included the replenishment of its storm reserve balance in the amount to be collected from customers in this proceeding?**

A. Yes. Under the 2021 Stipulation and Settlement approved in Docket No. 20210015-EI, FPL is allowed to replenish the Storm Reserve to the pre-storm balance, but in no event less than \$150 million (the “Storm Reserve Replenishment”). As shown in Exhibit AM-4, the storm reserve balance prior to the incremental storm costs incurred for Hurricane Debby was \$76.6 million. Thus, FPL may replenish the storm reserve to a balance of \$150 million.

1                                   **VI.    ICCA ADJUSTMENTS RELATED TO HURRICANES**

2   **DEBBY, HELENE, AND MILTON**

3   **Q.    Did FPL determine the amount of non-incremental storm costs associated with**  
4           **Hurricanes Debby, Helene, and Milton pursuant to the ICCA methodology?**

5   A.    Yes. FPL has calculated the non-incremental costs for Hurricanes Debby, Helene, and  
6           Milton consistent with the ICCA methodology prescribed by the Storm Rule. The non-  
7           incremental costs for Hurricanes Debby, Helene, and Milton are reflected on lines 24  
8           through 36 of Exhibits AM-1, AM-2, and AM-3, respectively.

9   **Q.    Please summarize FPL’s calculations of the non-incremental costs for Hurricanes**  
10           **Debby, Helene, and Milton.**

11   A.    Below is a summary of the non-incremental costs for Hurricanes Debby, Helene, and  
12           Milton that were charged to base O&M.

- 13           •   **FPL Regular Payroll and Related Costs:** Based on part (1)(e)(8) of the Storm  
14           Rule, incremental payroll and related costs charged to the storm reserve under the  
15           ICCA methodology, which are incurred in the month(s) in which storm damage  
16           restoration activities are conducted, must be greater than the actual monthly average  
17           of payroll and related costs charged to O&M expense for the same month(s) in the  
18           previous three calendar years.

19  
20           FPL determined the amount of non-incremental regular payroll and related costs by  
21           calculating the average of the prior three years for the months in which storm  
22           restoration activities were incurred for Hurricanes Debby, Helene, and Milton and  
23           compared the three-year average to actual regular payroll and related costs incurred

1 in the months in which storm restoration activities were incurred for FPL. FPL then  
2 compared the difference between the calculated three-year average and costs  
3 incurred for storm restoration activities to regular payroll and related costs incurred  
4 for FPL employees directly supporting storm restoration activities. Additionally, as  
5 permitted by the Storm Rule, FPL made certain adjustments to the calculated  
6 historical monthly averages to account for changes in the business mainly due to  
7 exclusion of costs with their own cost recovery mechanisms, costs related to plant  
8 outages because these items are not reflective of the ongoing costs reflected in base  
9 rates, and an efficiency factor ensuring that operational improvements are accounted  
10 for and preventing any undue penalization.

11  
12 In total, the average of regular payroll and related expenses of the prior three years  
13 for the months in which storm restoration activities were incurred for Hurricanes  
14 Debby, Helene, and Milton exceeded regular payroll and related costs charged to  
15 O&M in the months in which restoration work was performed. Based on this  
16 methodology, of the total storm-related regular payroll and related costs, \$0.8  
17 million, \$0.7 million, and \$0.6 million, the difference between the calculated three-  
18 year average and the months of storm restoration activities, would be non-  
19 incremental for Hurricanes Debby, Helene, and Milton, respectively.

- 20 • **FPL Overtime Payroll and Related Costs:** Based on part (1)(e)(8) of the Storm  
21 Rule, incremental overtime payroll and related costs charged to the storm reserve  
22 under the ICCA methodology were determined using the same methodology

described above for Regular Payroll and Related Costs and included the same adjustments to the historical monthly averages.

In total, the average of overtime payroll and related expenses of the prior three years for the months in which storm restoration activities were incurred for Hurricanes Debby, Helene, and Milton exceeded overtime payroll and related costs charged to O&M in the months in which restoration work was performed. Based on this methodology, of the total storm-related overtime payroll and related costs, \$142 thousand, \$210 thousand, and \$44 thousand would be non-incremental for Hurricanes Debby, Helene, and Milton, respectively.

- **Contractors:** Based on part (1)(e)(1) of the Storm Rule, incremental storm-related contractor labor costs charged to the storm reserve under the ICCA methodology were determined using a similar methodology described above for Regular Payroll and Related Costs.

FPL determined the amount of non-incremental contractor labor costs related to restoration by calculating the average of the prior three years for the months in which storm restoration activities were incurred for Hurricanes Debby, Helene, and Milton and compared the three-year average to actual contract labor costs incurred in the months in which storm restoration work was performed. FPL then compared the difference between the calculated three-year average and costs incurred in the month of the storms to contract labor costs related to restoration.



1 In total, the average of contract labor costs of the prior three years for the months in  
2 which storm restoration activities were incurred for Hurricane Debby, exceeded  
3 contract labor costs charged to O&M in the months in which restoration work was  
4 performed. Based on this methodology, of the total storm-related contract labor  
5 costs related to restoration, only \$1.3 million would be non-incremental for  
6 Hurricane Debby.

- 7 • **Line Clearing:** Since FPL recovers all actual vegetation costs incurred through the  
8 storm charge or the Storm Protection Plan Cost Recovery Clause, an ICCA  
9 adjustment under part (1)(e)(11) of the Storm Rule is not required. All vegetation  
10 management costs charged to the storm WBSs, totaling \$23.1 million, \$30.6 million,  
11 and \$148.3 million for Hurricanes Debby, Helene, and Milton, respectively, would  
12 be considered incremental.
- 13 • **Vehicle Utilization:** All FPL-owned vehicle utilization costs charged to storm  
14 WBSs, totaling \$1.3 million, \$1.5 million, and \$3.5 million for Hurricanes Debby,  
15 Helene, and Milton, respectively, would be considered non-incremental under the  
16 ICCA methodology.
- 17 • **Fuel:** Based on part (1)(e)(9) of the Storm Rule, incremental fuel costs for the  
18 Company and contractor vehicles charged to the storm reserve under the ICCA  
19 methodology were determined using a similar calculation as Regular Payroll and  
20 Related Costs described above.

21  
22 FPL determined the amount of non-incremental fuel costs for the Company and  
23 contractor vehicles by calculating the average of the prior three years for the months

1 in which storm restoration activities were incurred for Hurricanes Debby, Helene,  
2 and Milton and compared the three-year average to actual fuel costs incurred in the  
3 months in which storm restoration work was performed. FPL then compared the  
4 difference between the calculated three-year average and costs incurred in the month  
5 of the storms to fuel costs incurred for FPL employees directly supporting storm  
6 restoration activities. Additionally, as permitted by the Storm Rule, FPL made  
7 certain adjustments to the calculated historical monthly averages to account for  
8 fluctuations in the historical fuel costs.

9  
10 Fuel costs for the prior three years for the months in which storm restoration  
11 activities were incurred for Hurricanes Debby, Helene, and Milton did not exceed  
12 fuel costs charged to O&M in the months in which restoration work was performed.  
13 Based on the methodology above, all fuel-related costs charged to the storm WBSs  
14 of \$2.1 million, \$4.5 million, and \$17.5 million for Hurricanes Debby, Helene, and  
15 Milton, respectively, would be considered incremental under the ICCA  
16 methodology.

- 17 • **Employee Assistance:** The costs for assistance provided to employees during  
18 Hurricanes Debby, Helene, and Milton, totaling \$58 thousand, \$115 thousand, and  
19 \$362 thousand, respectively, would be considered non-incremental under the ICCA  
20 methodology.

1   **Q.     What is the total amount of Retail Recoverable Incremental Costs for Hurricanes**  
2       **Debby, Helene, and Milton?**

3   A.     As reflected on line 52 of Exhibits AM-1, AM-2, and AM-3, the total Retail Recoverable  
4       Incremental Costs for Hurricanes Debby, Helene, and Milton are \$88.3 million, \$167.6  
5       million, and \$774.4 million, respectively.

6

7                   **VII.     FINAL RECOVERABLE STORM AMOUNT**

8   **Q.     What is the final Recoverable Storm Amount FPL is seeking approval to recover**  
9       **from customers under its current storm charge?**

10  A.     As reflected on line 19 of Exhibit AM-4, the total Recoverable Storm Amount for  
11       Hurricanes Debby, Helene, and Milton is \$1.125 billion. This amount reflects: (i) the  
12       total combined Retail Recoverable Incremental Costs for Hurricanes Debby, Helene, and  
13       Milton of \$1.030 billion; (ii) less the \$76.6 million pre-storm balance in the Storm  
14       Reserve as of July 31, 2024; (iii) plus \$2.7 million for certain storm reserve activity for  
15       the period of August 2024 through November 2025; (iv) plus replenishing the storm  
16       reserve to a balance of \$150 million; and (v) plus the recovery of interest of \$19 million.

17  **Q.     Does this conclude your direct testimony?**

18  A.     Yes.

**Florida Power & Light Company**  
**Hurricane Debby Incremental Cost and Capitalization Approach Adjustments**  
**through June 1, 2025**  
**(\$000s)**

			Storm Costs by Function (A)						
								Customer	
Line No.			Steam & Other (1)	Nuclear (2)	Transmission (3)	Distribution (4)	General (B) (5)	Service (6)	Total (7)
1	<u>Storm Restoration Costs</u>								
2	Regular Payroll and Related Costs (C)		\$ 367	\$ -	\$ 213	\$ 2,227	\$ 173	\$ 38	\$ 3,018
3	Overtime Payroll and Related Costs (C)		331	-	665	7,055	502	97	8,650
4	Contractors		2,539	-	1,341	47,507	244	6	51,638
5	Line Clearing		-	-	641	22,425	-	-	23,066
6	Vehicle & Fuel		0	-	59	3,526	313	0	3,898
7	Materials & Supplies		49	-	57	2,988	5	12	3,111
8	Logistics		817	-	40	10,996	34	1	11,889
9	Other (D)		78	-	135	1,388	279	30	1,910
10	Total Storm Related Restoration Costs	Sum of Lines 2 - 9	\$ 4,182	\$ -	\$ 3,151	\$ 98,112	\$ 1,550	\$ 184	\$ 107,180
11									
12	<u>Less: Capitalizable Costs</u>								
13	Regular Payroll and Related Costs		\$ 313	\$ -	\$ -	\$ 415	\$ -	\$ -	\$ 728
14	Overtime Payroll and Related Costs		303	-	-	1,149	-	-	1,452
15	Contractors		2,462	-	-	6,616	-	5	9,083
16	Materials & Supplies		49	-	-	2,816	-	12	2,877
17	Logistics		79	-	-	-	-	-	79
18	Other		77	-	-	591	-	-	668
19	Total Capitalizable Costs	Sum of Lines 13 - 18	\$ 3,282	\$ -	\$ -	\$ 11,588	\$ -	\$ 17	\$ 14,887
20									
21	Net Storm Restoration Costs Incurred	Lines 10 - 19	\$ 899	\$ -	\$ 3,151	\$ 86,524	\$ 1,550	\$ 168	\$ 92,292
22									
23	<u>Less: ICCA Adjustments</u>								
24	Regular Payroll and Related Costs (E)		\$ 46	\$ -	\$ 56	\$ 558	\$ 75	\$ 17	\$ 753
25	Overtime Payroll and Related Costs (E)		16	-	2	61	17	46	142
26	Contractors		-	-	-	1,305	-	-	1,305
27	Materials & Supplies		-	-	-	-	-	-	-
28	Line Clearing:								
29	Vegetation Management (F)		-	-	-	-	-	-	-
30	Vehicle & Fuel:								
31	Vehicle Utilization		-	-	59	1,274	-	-	1,332
32	Fuel		-	-	-	-	-	-	-
33	Logistics		-	-	-	-	-	-	-
34	Other								
35	Legal Claims		-	-	-	-	-	-	-
36	Employee Assistance and Childcare		-	-	-	-	58	-	58
37	Total ICCA Adjustments	Sum of Lines 24 - 36	\$ 62	\$ -	\$ 117	\$ 3,199	\$ 150	\$ 62	\$ 3,591
38									
39	<u>Incremental Storm Losses</u>								
40	Regular Payroll and Related Costs	Lines 2 - 13 - 24	\$ 7	\$ -	\$ 157	\$ 1,253	\$ 98	\$ 21	\$ 1,537
41	Overtime Payroll and Related Costs	Line 3 - 14 - 25	13	-	663	5,844	485	51	7,056
42	Contractors	Lines 4 - 15 - 26	77	-	1,341	39,586	244	2	41,250
43	Line Clearing	Lines 5 - 29	-	-	641	22,425	-	-	23,066
44	Vehicle & Fuel	Lines 6 - 31 - 32	0	-	0	2,252	313	0	2,566
45	Materials & Supplies	Lines 7 - 16 - 27	1	-	57	172	5	0	234
46	Logistics	Line 8 - 17 - 33	737	-	40	10,996	34	1	11,809
47	Other	Line 9 - 18 - 35 - 36	2	-	135	797	220	30	1,184
48	Total Incremental Storm Losses	Sum of Lines 40 - 47	\$ 837	\$ -	\$ 3,034	\$ 83,325	\$ 1,400	\$ 105	\$ 88,702
49									
50	Jurisdictional Factor (G)		0.9553	0.9432	0.9060	0.9999	0.9691	1.0000	
51									
52	Retail Recoverable Incremental Costs	Line 48 * 50	\$ 800	\$ -	\$ 2,749	\$ 83,314	\$ 1,357	\$ 105	\$ 88,324

- 54 Notes:
- 55 (A) Storm costs are through June 1, 2025. Totals may not add due to rounding.
- 56 (B) General plant function reflects restoration costs associated with FPL's Human Resources, External Affairs, Information Technology, Corporate Real Estate, Regulatory Affairs, Development, and Marketing and Communications departments.
- 57 (C) Represents total payroll charged to the business unit (function) being supported. For example, an employee that works in FPL Development but is supporting Distribution during storm restoration would charge their time to Distribution.
- 58 (D) Includes other miscellaneous costs, including payroll and related overheads from affiliate personnel directly supporting storm restoration.
- 59 (E) Represents regular payroll normally recovered through base rate O&M and not charged to the Storm Reserve. The amounts are charged to the employee's normal business unit, which may not be the business unit that the employee supported during the storm. Therefore, in the example in Note C above, if the FPL Development employee had payroll which cannot be charged to the Storm Reserve, that amount would be charged to Development (General) whereas the recoverable portion of their time would remain in Distribution.
- 60 (F) Since FPL recovers all actual vegetation costs incurred through the storm charge or the Storm Protection Plan Cost Recovery Clause, there is no ICCA applicable.
- 61 (G) Jurisdictional Factors are based on factors approved in Docket No. 20210015-EI for FPL's 2023 Subsequent Year.

**Florida Power & Light Company**  
**Hurricane Helene Incremental Cost and Capitalization Approach Adjustments**  
**through June 1, 2025**  
**(\$000s)**

Line No.	Storm Costs by Function (A)						Total (7)
	Steam & Other (1)	Nuclear (2)	Transmission (3)	Distribution (4)	General (B) (5)	Customer Service (6)	
1 <u>Storm Restoration Costs</u>							
2 Regular Payroll and Related Costs (C)	\$ 201	\$ 5	\$ 335	\$ 3,660	\$ 404	\$ 125	\$ 4,730
3 Overtime Payroll and Related Costs (C)	281	0	932	8,988	772	202	11,174
4 Contractors	133	399	3,674	96,986	364	49	101,605
5 Line Clearing	-	-	1,627	29,022	-	-	30,649
6 Vehicle & Fuel	0	-	69	6,210	178	-	6,456
7 Materials & Supplies	130	-	62	9,060	6	51	9,309
8 Logistics	866	1	7	24,826	55	16	25,771
9 Other (D)	58	-	223	2,532	385	30	3,227
10 Total Storm Related Restoration Costs Sum of Lines 2 - 9	\$ 1,668	\$ 406	\$ 6,929	\$ 181,284	\$ 2,164	\$ 472	\$ 192,922
11							
12 <u>Less: Capitalizable Costs</u>							
13 Regular Payroll and Related Costs	\$ -	\$ -	\$ -	\$ 1,588	\$ -	\$ -	\$ 1,588
14 Overtime Payroll and Related Costs	-	-	-	4,697	-	-	4,697
15 Contractors	-	-	-	7,712	-	17	7,729
16 Materials & Supplies	-	-	-	7,942	-	51	7,992
17 Logistics	-	-	-	-	-	-	-
18 Other	-	-	-	-	-	-	-
19 Total Capitalizable Costs Sum of Lines 13 - 18	\$ -	\$ -	\$ -	\$ 21,939	\$ -	\$ 67	\$ 22,006
20							
21 Net Storm Restoration Costs Incurred Lines 10 - 19	\$ 1,668	\$ 406	\$ 6,929	\$ 159,345	\$ 2,164	\$ 405	\$ 170,915
22							
23 <u>Less: ICCA Adjustments</u>							
24 Regular Payroll and Related Costs (E)	\$ -	\$ 2	\$ 34	\$ 468	\$ 130	\$ 65	\$ 698
25 Overtime Payroll and Related Costs (E)	7	-	0	116	15	73	210
26 Contractors	-	-	-	-	-	-	-
27 Materials & Supplies	-	-	-	-	-	-	-
28 Line Clearing:							
29 Vegetation Management (F)	-	-	-	-	-	-	-
30 Vehicle & Fuel:							
31 Vehicle Utilization	-	-	-	1,453	-	-	1,453
32 Fuel	-	-	-	-	-	-	-
33 Logistics	-	-	-	-	-	-	-
34 Other							
35 Legal Claims	-	-	-	-	-	-	-
36 Employee Assistance and Childcare	-	-	-	-	115	-	115
37 Total ICCA Adjustments Sum of Lines 24 - 36	\$ 7	\$ 2	\$ 34	\$ 2,036	\$ 260	\$ 138	\$ 2,476
38							
39 <u>Incremental Storm Losses</u>							
40 Regular Payroll and Related Costs Lines 2 - 13 - 24	\$ 201	\$ 3	\$ 301	\$ 1,604	\$ 274	\$ 60	\$ 2,443
41 Overtime Payroll and Related Costs Line 3 - 14 - 25	274	0	931	4,175	758	129	6,267
42 Contractors Lines 4 - 15 - 26	133	399	3,674	89,273	364	32	93,876
43 Line Clearing Lines 5 - 29	-	-	1,627	29,022	-	-	30,649
44 Vehicle & Fuel Lines 6 - 31 - 32	0	-	69	4,757	178	-	5,003
45 Materials & Supplies Lines 7 - 16 - 27	130	-	62	1,118	6	0	1,317
46 Logistics Line 8 - 17 - 33	866	1	7	24,826	55	16	25,771
47 Other Line 9 - 18 - 35 - 36	58	-	223	2,532	269	30	3,112
48 Total Incremental Storm Losses Sum of Lines 40 - 47	\$ 1,661	\$ 404	\$ 6,895	\$ 157,308	\$ 1,904	\$ 267	\$ 168,439
49							
50 Jurisdictional Factor (G)	0.9553	0.9432	0.9060	0.9999	0.9691	1.0000	
51							
52 Retail Recoverable Incremental Costs Line 48 * 50	\$ 1,587	\$ 381	\$ 6,247	\$ 157,287	\$ 1,845	\$ 267	\$ 167,613
53							

- 54 Notes:
- 55 (A) Storm costs are through June 1, 2025. Totals may not add due to rounding.
- 56 (B) General plant function reflects restoration costs associated with FPL's Human Resources, External Affairs, Information Technology, Corporate Real Estate, Regulatory Affairs, Development, and Marketing and Communications departments.
- 57 (C) Represents total payroll charged to the business unit (function) being supported. For example, an employee that works in FPL Development but is supporting Distribution during storm restoration would charge their time to Distribution.
- 58 (D) Includes other miscellaneous costs, including payroll and related overheads from affiliate personnel directly supporting storm restoration.
- 59 (E) Represents regular payroll normally recovered through base rate O&M and not charged to the Storm Reserve. The amounts are charged to the employee's normal business unit, which may not be the business unit that the employee supported during the storm. Therefore, in the example in Note C above, if the FPL Development employee had payroll which cannot be charged to the Storm Reserve, that amount would be charged to Development (General) whereas the recoverable portion of their time would remain in Distribution.
- 60 (F) Since FPL recovers all actual vegetation costs incurred through the storm charge or the Storm Protection Plan Cost Recovery Clause, there is no ICCA applicable.
- 61 (G) Jurisdictional Factors are based on factors approved in Docket No. 20210015-EI for FPL's 2023 Subsequent Year.

**Florida Power & Light Company**  
**Hurricane Milton Incremental Cost and Capitalization Approach Adjustments**  
**through June 1, 2025**  
**(\$000s)**

Line No.	Storm Costs by Function (A)						Total (7)
	Steam & Other (1)	Nuclear (2)	Transmission (3)	Distribution (4)	General (B) (5)	Customer Service (6)	
1 <u>Storm Restoration Costs</u>							
2 Regular Payroll and Related Costs (C)	\$ 578	\$ 95	\$ 882	\$ 8,341	\$ 942	\$ 497	\$ 11,335
3 Overtime Payroll and Related Costs (C)	645	360	1,692	19,727	1,693	821	24,938
4 Contractors	8,643	1,249	11,448	446,890	3,082	209	471,521
5 Line Clearing	-	-	5,588	142,717	-	-	148,305
6 Vehicle & Fuel	304	-	223	21,331	204	-	22,063
7 Materials & Supplies	2,963	17	672	39,815	66	106	43,639
8 Logistics	5,661	-	94	138,663	245	45	144,709
9 Other (D)	505	23	557	5,543	2,805	171	9,605
10 Total Storm Related Restoration Costs Sum of Lines 2 - 9	\$ 19,300	\$ 1,744	\$ 21,157	\$ 823,026	\$ 9,038	\$ 1,850	\$ 876,115
11							
12 <u>Less: Capitalizable Costs</u>							
13 Regular Payroll and Related Costs	\$ 165	\$ -	\$ -	\$ 6,755	\$ -	\$ -	\$ 6,920
14 Overtime Payroll and Related Costs	174	-	-	15,839	-	-	16,013
15 Contractors	4,690	375	-	26,840	399	65	32,368
16 Materials & Supplies	1,654	-	-	35,921	-	105	37,680
17 Logistics	832	-	-	-	-	-	832
18 Other	385	-	-	-	-	-	385
19 Total Capitalizable Costs Sum of Lines 13 - 18	\$ 7,899	\$ 375	\$ -	\$ 85,354	\$ 399	\$ 171	\$ 94,198
20							
21 Net Storm Restoration Costs Incurred Lines 10 - 19	\$ 11,401	\$ 1,369	\$ 21,157	\$ 737,672	\$ 8,640	\$ 1,679	\$ 781,917
22							
23 <u>Less: ICCA Adjustments</u>							
24 Regular Payroll and Related Costs (E)	\$ -	\$ 84	\$ 69	\$ 460	\$ 5	\$ 0	\$ 618
25 Overtime Payroll and Related Costs (E)	0	-	0	21	22	0	44
26 Contractors	-	-	-	-	-	-	-
27 Materials & Supplies	-	-	-	-	-	-	-
28 Line Clearing:							
29 Vegetation Management (F)	-	-	-	-	-	-	-
30 Vehicle & Fuel:							
31 Vehicle Utilization	-	-	86	3,440	-	-	3,526
32 Fuel	-	-	-	82	-	-	82
33 Logistics	-	-	-	-	-	-	-
34 Other							
35 Legal Claims	-	-	-	-	-	-	-
36 Employee Assistance and Childcare	-	-	-	-	362	-	362
37 Total ICCA Adjustments Sum of Lines 24 - 36	\$ 0	\$ 84	\$ 154	\$ 4,003	\$ 390	\$ 1	\$ 4,632
38							
39 <u>Incremental Storm Losses</u>							
40 Regular Payroll and Related Costs Lines 2 - 13 - 24	\$ 413	\$ 11	\$ 814	\$ 1,126	\$ 937	\$ 497	\$ 3,797
41 Overtime Payroll and Related Costs Line 3 - 14 - 25	471	360	1,692	3,867	1,670	820	8,880
42 Contractors Lines 4 - 15 - 26	3,954	874	11,448	420,050	2,684	144	439,154
43 Line Clearing Lines 5 - 29	-	-	5,588	142,717	-	-	148,305
44 Vehicle & Fuel Lines 6 - 31 - 32	304	-	137	17,809	204	-	18,455
45 Materials & Supplies Lines 7 - 16 - 27	1,309	17	672	3,894	66	1	5,959
46 Logistics Line 8 - 17 - 33	4,830	-	94	138,663	245	45	143,877
47 Other Line 9 - 18 - 35 - 36	120	23	557	5,543	2,443	171	8,858
48 Total Incremental Storm Losses (G) Sum of Lines 40 - 47	\$ 11,401	\$ 1,284	\$ 21,002	\$ 733,669	\$ 8,250	\$ 1,679	\$ 777,285
49							
50 Jurisdictional Factor (H)	0.9553	0.9432	0.9060	0.9999	0.9691	1.0000	
51							
52 Retail Recoverable Incremental Costs Line 48 * 50	\$ 10,892	\$ 1,211	\$ 19,028	\$ 733,567	\$ 7,995	\$ 1,679	\$ 774,372
53							

- 54 Notes:
- 55 (A) Storm costs are through June 1, 2025. Totals may not add due to rounding.
- 56 (B) General plant function reflects restoration costs associated with FPL's Human Resources, External Affairs, Information Technology, Corporate Real Estate, Regulatory Affairs, Development, and Marketing and Communications departments.
- 57 (C) Represents total payroll charged to the business unit (function) being supported. For example, an employee that works in FPL Development but is supporting Distribution during storm restoration would charge their time to Distribution.
- 58 (D) Includes other miscellaneous costs, including payroll and related overheads from affiliate personnel directly supporting storm restoration.
- 59 (E) Represents regular payroll normally recovered through base rate O&M and not charged to the Storm Reserve. The amounts are charged to the employee's normal business unit, which may not be the business unit that the employee supported during the storm. Therefore, in the example in Note C above, if the FPL Development employee had payroll which cannot be charged to the Storm Reserve, that amount would be charged to Development (General) whereas the recoverable portion of their time would remain in Distribution.
- 60 (F) Since FPL recovers all actual vegetation costs incurred through the storm charge or the Storm Protection Plan Cost Recovery Clause, there is no ICCA applicable.
- 61 (G) General function includes Audit Fees pursuant to Paragraph 4 of the Hurricane Milton Amended Stipulations.
- 62 (H) Jurisdictional Factors are based on factors approved in Docket No. 20210015-EI for FPL's 2023 Subsequent Year.

**Florida Power & Light Company**  
**Calculation of Total Recoverable Storm Amount**  
**(\$000s)**

Line No.	Notes	(1) Interim Storm Charge (A)	(2) Total Recoverable Storm Amount
1	Retail Incremental Storm Costs:		
2	Hurricane Debby	(B) \$ 113,527	\$ 88,324
3	Hurricane Helene	(C) 157,801	\$ 167,613
4	Hurricane Milton	(D) 811,082	\$ 774,372
5	Total Retail Incremental Storm Costs	\$ 1,082,409	\$ 1,030,310
6			
7	Less:		
8	Storm Reserve Balance through July 31, 2024	(E) \$ (76,615)	\$ (76,615)
9	Storm Reserve Activity for the period August 2024 through November 2025	(F) 1,228	2,671
10		\$ (75,388)	\$ (73,945)
11			
12	Balance of Retail Recoverable Costs after Storm Reserve Funding ("Eligible Restoration Costs") (Line 5 + 10)	\$ 1,007,022	\$ 956,365
13			
14	Plus:		
15	Interest on Unrecovered Storm Costs for the period January 2025 through November 2025	(G) \$ 22,762	\$ 19,023
16	Amount to Replenish Storm Reserve Pursuant to FPL's 2021 Settlement Agreement ("Storm Reserve Replenishment")	(H) 150,000	\$ 150,000
17			
18	Total Recoverable Storm Amount (Lines 12 + 15 + 16)	\$ 1,179,784	\$ 1,125,388
19			
20			
21	Notes:		
22	(A) Amounts reflected in column (1) represents amounts presented on page 1 of Appendix A included in FPL's Petition for limited proceeding for recovery of incremental storm restoration costs related to Hurricanes Debby, Helene, and Milton filed on October 29, 2024 and approved for recovery by the Commission in Order No. PSC-2024-0503-PCO-EI, Docket No. 20240149-EI issued on December 17, 2024.		
23	(B) Amount reflected in column (2) represents incremental storm costs for Hurricane Debby incurred through June 1, 2025 as reflected on Exhibit AM-1.		
24	(C) Amount reflected in column (2) represents incremental storm costs for Hurricane Helene incurred through June 1, 2025 as reflected on Exhibit AM-2.		
25	(D) Amount reflected in column (2) represents incremental storm costs for Hurricane Milton incurred through June 1, 2025 as reflected on Exhibit AM-3.		
26	(E) Represents funded storm reserve balance through July 31, 2024 prior to Hurricane Debby.		
27	(F) Represents the sum of the following: 1) \$2.97 million of true-ups for storm costs associated with storms that occurred prior to Hurricane Debby, 2) (\$0.26) million of Hurricane Ian/Nicole storm charge over recovery, and 3) (\$0.04) million of earnings associated with the Storm Fund.		
28	(G) Amount reflected in column (2) includes actual interest recorded on FPL's books and records for the period January 2025 through November 2025.		
29	(H) Represents storm reserve replenishment allowed under paragraph 10 of FPL's 2021 Settlement Agreement approved by the Commission in Order No. PSC-2021-0446-S-EI, Docket No. 20210015-EI.		



October 10, 2025

Keith Ferguson  
Vice President, Accounting and Controller  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, Florida 33408-0420

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Dear Mr. Ferguson:

Deloitte & Touche LLP ("D&T" or "we" or "us") is pleased to serve as independent accountants for Florida Power & Light Company (the "Company" or "you" or "your") to perform an examination of management of the Company's assertion that the Summary of Hurricane Milton Storm Costs incurred for the period October 6, 2024 to June 1, 2025 (the "subject matter") is presented in accordance with the criteria included within Appendix D ("the Criteria") (collectively, "management's assertion"). Mr. Wilhelmy will be responsible for the services that we perform for the Company hereunder.

The services to be performed by D&T pursuant to this engagement are subject to the terms and conditions set forth herein and in the accompanying appendices. Such terms and conditions shall be effective as of the date of the commencement of such services.

## Examination of Management's Assertion and the Subject Matter

Our engagement is to perform an examination in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA) (the "AICPA attestation standards"). The objectives of an examination conducted in accordance with the AICPA attestation standards are to:

1. Obtain reasonable assurance about whether the subject matter as measured or evaluated against the Criteria is free from material misstatement.
2. Express an opinion in the form of a written report about whether management's assertion is fairly stated, in all material respects.

An examination includes examining, on a test basis, evidence supporting management's assertion and the subject matter and performing such other procedures as D&T considers necessary in the circumstances. An examination conducted in accordance with the AICPA attestation standards is designed to obtain reasonable, rather than absolute, assurance about management's assertion and the subject matter taken as a whole. Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the AICPA attestation standards.

## D&T Reports

We expect to issue a written report upon the completion of our examination. Our ability to express any opinion or to issue any report as a result of this engagement and the wording thereof will, of course, be dependent on the facts and circumstances at the date of our report. If, for any



reason, we are unable to complete our examination or are unable to form or have not formed any opinion, we may decline to express any opinion or decline to issue any report as a result of this engagement. If we are unable to complete our examination or if any report to be issued by D&T as a result of this engagement requires modification, the reasons for this will be discussed with the Company's management.

## Management's Responsibilities

Appendix A describes management's responsibilities.

## Responsibility of the Audit Committee

We acknowledge that the Audit Committee is directly responsible for the appointment, compensation, and oversight of our work, and, accordingly, except as otherwise specifically noted, we will report directly to the Audit Committee. You have advised us that the services to be performed under this engagement letter, including, where applicable, the use by D&T of affiliates or related entities as subcontractors in connection with this engagement, have been approved by the Audit Committee in accordance with the Audit Committee's established preapproval policies and procedures.

## Fees

We estimate that our fees for this engagement will be \$495,000, plus expenses. Based on the anticipated timing of the work, our fees will be billed approximately as follows:

Invoice Date	Amount
October 2025	\$250,000
December 2025	Remainder

We anticipate sending invoices according to the above schedule, and payments are due 30 days from the date of the invoice. Engagement-related expenses and technology- and administrative-related charges will be billed in addition to the fees and will be stated separately on the invoices.

Our estimated fees are based on certain assumptions, including (1) timely and accurate completion of the requested entity participation schedules and additional supporting information, (2) no inefficiencies during the engagement or changes in scope caused by events that are beyond our control, (3) the effectiveness of internal control throughout the period under examination, and (4) no changes to the timing or extent of our work plans. We will notify you promptly of any circumstances we encounter that could significantly affect our estimate and discuss with you any additional fees, as necessary.

## Inclusion of D&T Reports or References to D&T in Other Documents or Electronic Sites

If the Company intends to publish or otherwise reproduce in any document any report issued as a result of this engagement, or otherwise make reference to D&T in a document that contains

other information in addition to management's assertion and the subject matter (e.g., in a periodic filing with a regulator), thereby associating D&T with such document, the Company agrees that its management will provide D&T with a draft of the document to read and obtain our approval for the inclusion or incorporation by reference of any of our reports, or the reference to D&T, in such document before the document is printed and distributed. The inclusion or incorporation by reference of any of our reports in any such document would constitute the reissuance of such reports. The Company also agrees that its management will notify us and obtain our approval prior to including any of our reports on an electronic site.

Our engagement to perform the services described herein does not constitute our agreement to be associated with any such documents published or reproduced by or on behalf of the Company. Any request by the Company to reissue any report issued as a result of this engagement, to consent to or acknowledge our awareness of any such report's inclusion or incorporation by reference in another document, or to agree to any such report's inclusion on an electronic site will be considered based on the facts and circumstances existing at the time of such request. The estimated fees outlined herein do not include any procedures that would need to be performed in connection with any such request. Should D&T agree to perform such procedures, fees for such procedures would be subject to the mutual agreement of the Company and D&T.

\* \* \* \* \*

The parties acknowledge and agree that D&T is being engaged under this engagement letter to provide only the services described herein. Should the Company request, and should D&T agree to provide, services beyond those described herein, such services will constitute a separate engagement and will be governed by a separate engagement letter.

This engagement letter, including Appendices A through D attached hereto and made a part hereof, constitutes the entire agreement between the parties with respect to this engagement and supersedes any other prior or contemporaneous agreements or understandings between the parties, whether written or oral, relating to this engagement.

If the above terms are acceptable and the services described are in accordance with your understanding, please sign the copy of this engagement letter in the space provided and return it to us.

Yours truly,

*Deloitte + Touche LLP*

Accepted and agreed to by Florida Power & Light Company:

By: Keith Ferguson

Title: Vice President, Accounting and Controller

Date: 20-Oct-2025 | 4:00:17 PM EDT

cc: Audit Committee of Florida Power & Light Company

## APPENDIX A

### MANAGEMENT'S RESPONSIBILITIES

This Appendix A is part of the engagement letter dated October 10, 2025, between Deloitte & Touche LLP and Florida Power & Light Company.

#### Management's Assertion and the Subject Matter

Management is responsible for the preparation, presentation, and overall accuracy of management's assertion and the subject matter and its conformity with the Criteria. In this regard, management has the responsibility for, among other things:

- Developing management's criteria for the subject matter.
- Determining the information that is the subject of the examination.
- Selecting the Criteria and determining that the Criteria selected are suitable and appropriate for the purpose of the engagement.
- Determining the Criteria are available to the intended users of D&T's report.
- Identifying and ensuring that the Company complies with the laws and regulations applicable to its activities and informing us of knowledge of any actual, suspected, or alleged fraud or noncompliance with laws or regulations affecting the subject matter.
- Making determinations as to the relevancy of information to be included in the disclosure of the subject matter.
- Providing us with (1) access to all information of which management is aware that is relevant to the preparation and presentation of the subject matter, such as records, documentation, and other matters; (2) additional information that we may request from management for the purpose of our examination; and (3) unrestricted access to personnel within the Company from whom we determine it necessary to obtain evidence.

#### Management's Representations

We will make specific inquiries of the Company's management about the representations embodied in management's assertion and the subject matter. In addition, we will request that management provide us with the written representations the Company is required to provide to its independent accountants under the AICPA attestation standards. The responses to those inquiries and the written representations of management are part of the evidential matter that D&T will rely on in forming its opinion on management's assertion and the subject matter.

## Independence

For purposes of the subsection within this section entitled "Independence," "D&T" shall mean Deloitte & Touche LLP and its subsidiaries; Deloitte Touche Tohmatsu Limited, its member firms, the affiliates of Deloitte & Touche LLP, Deloitte Touche Tohmatsu Limited and its member firms; and, in all cases, any successor or assignee.

### *Process for Obtaining Preapproval of Services*

Management is responsible for the coordination of obtaining the preapproval of the Audit Committee in accordance with the Audit Committee's preapproval process, for any services to be provided by D&T to the Company.

### *Independence Matters*

In connection with our engagement, D&T, management, and the Audit Committee will assume certain roles and responsibilities in an effort to assist D&T in maintaining independence. D&T will communicate to its partners, principals, and employees that the Company is an attest client. Management of the Company will ensure that the Company has policies and procedures in place for the purpose of ensuring that the Company will not act to engage D&T or accept from D&T any service that under the AICPA or other applicable rules would impair D&T's independence. All potential services are to be discussed with Mr. Wilhelmy.

Management will coordinate with D&T to ensure that D&T's independence is not impaired by hiring former or current D&T partners, principals, or professional employees in a key position, as defined in the AICPA Code of Professional Conduct, that would cause a violation of the AICPA Code of Professional Conduct or other applicable independence rules. Management of the Company will ensure that the Company also has policies and procedures in place for purposes of ensuring that D&T's independence will not be impaired by hiring a former or current D&T partner, principal, or professional employee in a key position that would cause a violation of the AICPA Code of Professional Conduct or other applicable independence rules. Any employment opportunities with the Company for a former or current D&T partner, principal, or professional employee should be discussed with Mr. Wilhelmy before entering into substantive employment conversations with the former or current D&T partner, principal, or professional employee.

## APPENDIX B

### GENERAL BUSINESS TERMS

This Appendix B is part of the engagement letter to which these terms are attached (the engagement letter, including its appendices, the “engagement letter”) dated October 10, 2025, between Deloitte & Touche LLP and Florida Power & Light Company.

1. Limitation on Liability, Release, and Indemnification.
  - (a) D&T (as defined below) and its personnel will not be liable to the Company for any claims, liabilities, or expenses relating to this engagement (“Claims”) for an aggregate amount in excess of the fees paid by the Company to D&T pursuant to this engagement, except to the extent resulting from the bad faith or intentional misconduct of D&T. In no event will D&T or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement.
  - (b) The Company agrees to release and indemnify D&T and its personnel from all Claims attributable to any misrepresentation by the Company’s management.
  - (c) The Company agrees to indemnify and hold harmless D&T and its personnel from all Claims, except to the extent resulting from the bad faith or intentional misconduct of D&T.
  - (d) The provisions of this Paragraph 1 will apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise. In circumstances where all or any portion of the provisions of this Paragraph 1 are unavailable, D&T’s aggregate liability for any Claim shall not exceed an amount that is proportional to the relative fault that D&T’s conduct bears to all other conduct giving rise to such Claim.
2. Independent Contractor. D&T is an independent contractor and D&T is not, and will not be considered to be, an agent, partner, fiduciary, or representative of the Company.
3. Survival and Interpretation. The agreements and undertakings of the Company contained in the engagement letter will survive the completion or termination of this engagement. For purposes of these terms, “D&T” shall mean Deloitte & Touche LLP and its subsidiaries; to the extent that, as a subcontractor, they agree to provide any of the services under or in connection with the engagement letter, the member firms of Deloitte Touche Tohmatsu Limited, and the affiliates of Deloitte & Touche LLP and such member firms; and, in all cases, any successor or assignee.
4. Assignment and Subcontracting. Except as provided below, no party may assign any of its rights or obligations (including, without limitation, interests or claims) relating to this engagement without the prior written consent of the other parties. The Company hereby consents to D&T subcontracting a portion of its services under this engagement to any affiliate or related entity, whether located within or outside of the United States. Professional services performed hereunder by any of D&T’s affiliates or related entities shall be invoiced as professional fees, and any related expenses shall be invoiced as expenses, unless otherwise agreed.

5. Severability. If any term of the engagement letter is unenforceable, such term shall not affect the other terms, but such unenforceable term shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.
6. Force Majeure. No party shall be deemed to be in breach of the engagement letter as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
7. Confidentiality. To the extent that, in connection with this engagement, D&T comes into possession of any confidential information of the Company, D&T shall not disclose such information to any third party without the Company's consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The Company hereby consents to D&T disclosing such information (1) as may be required by law or regulation, or to respond to governmental inquiries, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; (2) to the extent such information (i) is or becomes publicly available other than as the result of a disclosure in breach hereof, (ii) becomes available to D&T on a nonconfidential basis from a source that D&T believes is not prohibited from disclosing such information to D&T, (iii) is already known by D&T without any obligation of confidentiality with respect thereto, or (iv) is developed by D&T independently of any disclosures made to D&T hereunder; or (3) to contractors providing administrative, infrastructure, and other support services to D&T, subcontractors providing services in connection with this engagement and Deloitte Entities and their contractors to develop and enhance tools and services of Deloitte Entities, in each case, whether located within or outside of the United States, provided they have agreed to be bound by confidentiality obligations similar to those in this paragraph. Deloitte Entities may also use or disclose any information to provide services or client offerings to current or prospective clients provided that information is not used or disclosed in a way that would permit the Company to be identified by third parties, without the Company's consent. "Deloitte Entities" shall mean any member firm of Deloitte Touche Tohmatsu Limited and its affiliates bound by confidentiality terms similar to the paragraph above.
8. Data Privacy.
  - a) For purposes of these terms, the following definitions apply:

"Personal Information" means any information received from, or on behalf of, the Company by D&T in its performance of services under the engagement letter (the "services") that is capable of individually identifying a natural person or is otherwise defined as "personal information" under applicable privacy laws.

"Personal Information Breach" means D&T's confirmation of unauthorized access to, or unauthorized use or disclosure of, Personal Information under D&T's possession or control that compromises the security, confidentiality or integrity of such Personal Information.

"Processing" means any operation or set of operations performed on Personal



Information, including, but not limited to, accessing, obtaining, storing, collecting, retaining, selling, sharing, combining, transmitting, using, maintaining, disclosing, recording or disposing of Personal Information.

“Data Protection Requirements” means laws, regulations, and other legal or self-regulatory requirements in relevant jurisdictions in each case having the effect of law and that are applicable to D&T in its performance of services relating to privacy, data protection, data security, breach notification, or the Processing of Personal Data, including without limitation, to the extent applicable, the California Consumer Privacy Act (as amended by the California Privacy Rights Act of 2020), Cal. Civ. Code § 1798.100 et seq., and any amendments thereto (“CCPA/CPRA”) and similar applicable laws passed in other states or by the federal government as they become effective, as relevant to the services.

- b) D&T shall comply with the privacy laws applicable to it in connection with the performance of the services. D&T shall establish and maintain administrative, technical, preventive, and physical safeguards designed to ensure the security, confidentiality, appropriate access privileges, reliability and integrity of Personal Information, including safeguards for any systems, facilities or software D&T accesses or supports. D&T’s data privacy safeguards should include identification of defined organizational roles related to information security and data privacy requirements and include incident response and planning. D&T shall only Process Personal Information in connection with its performance of the services, or as otherwise permitted under the engagement letter or these terms or as required by applicable law or professional standards. Taking into account the nature of the Personal Information being Processed, D&T shall have in place reasonable technical and organizational measures designed to (i) ensure access to Personal Information is limited to personnel necessary to perform the services, (ii) ensure personnel with access to Personal Information are subject to a contractual or statutory duty of confidentiality and are trained regarding D&T’s information security and data privacy programs and the appropriate handling of Personal Information, (iii) provide a level of security appropriate to the risks, and (iv) assist the Company in responding to consumer rights requests. Upon written request, D&T shall make available information with respect to D&T’s Processing of Personal Information to: (i) demonstrate D&T’s compliance with its obligations in this paragraph, which may take the form of an independent third-party certificate or audit report, or other relevant documentary information; and (ii) reasonably cooperate with the Company in fulfilling its obligations under applicable privacy laws, such as responding to Personal Information requests of individuals, maintaining the security of Personal Information, conducting privacy impact assessments, and consulting with applicable regulatory authorities. Unless otherwise required in connection with the services, D&T agrees that it will not re-identify any de-identified data it receives from or on behalf of the Company. D&T agrees that, upon written notice, the Company may take reasonable and appropriate steps to stop and remediate D&T’s unauthorized use of Personal Information. D&T will notify the Company, to the extent required by law, if D&T makes a determination that it can no longer meet its obligations with respect to Personal Information under applicable privacy laws. To the extent required by applicable privacy laws, D&T certifies that it understands and agrees to comply with its privacy obligations set forth herein.



Deloitte LLP ("DLLP"), the parent entity of D&T, or its affiliate has engaged one or more third parties (each, a "Service Provider") to (i) conduct an examination in accordance with Service Organization Controls 2 ("SOC 2") standards under the Statement on Standards for Attestation Engagements established by the American Institute of Certified Public Accountants to evaluate the description, suitability of the design, and the operating effectiveness of the security controls of DLLP's Infrastructure Support Services System relevant to security and availability, and to prepare a SOC 2 Type 2 report with respect thereto (the "SOC 2 Infrastructure Report"), and (ii) certify that the Information Security Management System that manages D&T's clients' confidential information complies with the requirements of ISO/IEC 27001 ("ISO 27001 Certificate"). Upon written request, D&T shall promptly provide NextEra with a copy of the most recently available (i) SOC 2 Infrastructure Report, or (ii) ISO 27001 Certificate. NextEra shall not disclose such report, or refer thereto in any communication, to any other person or entity. In the event that NextEra has any questions regarding such report or certificate, D&T shall make appropriate personnel reasonably available to discuss the contents thereof. 3.4

D&T shall retain Personal Information only for as long as necessary to perform the Services, or as required by any applicable law or professional standards, and in all cases the terms of this DPA continue to apply with respect to such Personal Information during all periods in which it is retained by Supplier, including for any period after expiration or termination of the engagement letter.

- c) In the event of a Personal Information Breach, D&T shall promptly and within any timeframe governing D&T's notification obligation under applicable law but no later than 72 hours inform the Company's primary business contact for the services of such Personal Information Breach and shall provide to the Company additional information relating to the Personal Information Breach reasonably requested by the Company, to the extent then known by D&T, including information required for the Company to provide any notices required by applicable law.
  - d) D&T shall require that its personnel and subprocessors which Process Personal Information are subject to duties of confidentiality consistent with these terms. D&T may not use subprocessors to Process Personal Information without the prior written consent of the Company. The Company hereby consents to the Processing of Personal Information by the following subprocessors: (i) subcontractors authorized to provide services under the engagement letter in order to perform the services, and (ii) contractors providing administrative, infrastructure and other support services to D&T. D&T shall enter into a written contract with each of its subprocessors consistent with the privacy obligations in this paragraph.
  - e) Upon the Company's written request, D&T shall delete or return Personal Information that it maintains. Notwithstanding the foregoing, D&T shall have the right to retain copies of such Personal Information to the extent required by applicable law or professional standards, provided that D&T complies with the privacy obligations in this paragraph.
  - f) Description of Processing attached hereto as Appendix B: Exhibit 1 sets forth certain details regarding D&T's Processing of Personal Information in connection with this engagement.
9. Dispute Resolution. Any controversy or claim between the parties arising out of or relating to the engagement letter or this engagement (a "Dispute") shall be resolved by mediation or

binding arbitration as set forth in the Dispute Resolution Provision attached hereto as Appendix C and made a part hereof.

## APPENDIX B: EXHIBIT 1

### DESCRIPTION OF PROCESSING

Categories of individuals whose Personal Information is Processed:

- ☒ Employees
- ☒ Clients and customers
- ☒ Vendors or suppliers
- ☒ Dependents, beneficiaries, spouses, and/or domestic partners of employees
- ☒ Board of directors, audit committee, or those charged with governance
- ☐ Other:

Categories of Personal Information Processed:

- ☒ Name
- ☒ Contact information such as telephone number, physical address, email address
- ☒ Employment information such as position, title, job description or personnel number
- ☒ Education information
- ☒ Compensation and tax-related Personal Information
- ☒ Banking and financial account information
- ☒ Date of birth
- ☒ Internet log and tracking information, including cookies, beacons, IP addresses, and web browser and device information
- ☒ Online identifiers such as login and account information, including screen name, password and unique user ID
- ☒ Gender
- ☒ Photos and videos
- ☒ Government-issued unique identifiers
- ☐ Precise geolocation data
- ☐ Immigration status
- ☒ Citizenship information
- ☐ Information from children under 13 years old
- ☐ Other:

Categories of sensitive Personal Information Processed which reveals an individual's:

- ☐ Health or medical-related Personal Information
- ☐ Racial or ethnic origin
- ☒ Criminal convictions and offenses
- ☐ Political opinions
- ☐ Religious or philosophical beliefs
- ☐ Trade union membership
- ☐ Genetic or biometric (such as a facial scan, fingerprint, voice print or iris scan) Personal Information
- ☐ Sex life or sexual orientation

Nature and purpose(s) of the Processing: D&T Processes Personal Information in the context of providing the services.

Duration of Processing: While performing the services and as required by applicable laws and professional standards.

## APPENDIX C

### DISPUTE RESOLUTION PROVISION

This Appendix C is part of the engagement letter dated October 10, 2025, between Deloitte & Touche LLP and Florida Power & Light Company.

This Dispute Resolution Provision sets forth the dispute resolution process and procedures applicable to the resolution of Disputes and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise.

Mediation: All Disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (CPR), at the written request of a party, shall designate a mediator.

Arbitration Procedures: If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held in New York, New York. The arbitration shall be solely between the parties and shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the “Rules”).

The arbitration shall be conducted before a panel of three arbitrators. Each of the Company and Deloitte & Touche LLP shall designate one arbitrator in accordance with the “screened” appointment procedure provided in the Rules and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter (including its appendices) to which this Dispute Resolution Provision is attached and to abide by the terms of this Dispute Resolution Provision. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the State of New York (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Discovery shall be conducted in accordance with the Rules.

All aspects of the arbitration shall be treated as confidential, as provided in the Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to all other parties and afford such parties a reasonable opportunity to protect their interests. Further, judgment on the arbitrators’ award may be entered in any court having jurisdiction.

Costs: Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

## APPENDIX D

This Appendix D is part of the engagement letter dated October 10, 2025, between Deloitte & Touche LLP and Florida Power & Light Company.

### Management Assertion on the Summary of Restoration Costs Report

Management of Florida Power & Light Company (the "Company" or "FPL") has prepared and is responsible for the completeness, accuracy, and validity of the accompanying Summary of Restoration Costs Report for the period from October 6, 2024 to June 1, 2025 (the "Report"). Management asserts that \$791,998,509 of incremental storm restoration costs (the "Restoration Costs") were incurred by the Company during the period from October 6, 2024 to June 1, 2025 in connection with a storm that the National Weather Service has officially named Hurricane Milton ("the Storm") that made landfall on October 9, 2024. Management further asserts that the Restoration Costs meet the Restoration Costs Criteria described in Note 1 of the Report below.

### Note 1: Restoration Costs Criteria

Restoration Costs are costs incurred from October 5, 2024 through June 1, 2025 that are directly incurred related to the Storm for which 1) employees, or employees of affiliated companies, have delivered a service for which base pay, overtime, and related costs and overheads have been paid, or 2) vendors have delivered a service for which an amount has been paid or is owed to the vendor. The Company maintains its accounting books and records in accordance with the accounting requirements and ratemaking practices of the Florida Public Service Commission (FPSC), Federal Energy Regulatory Commission ("FERC"), and generally accepted accounting principles ("GAAP"). The incremental Restoration Costs reflected in the Report have been accounted for in accordance with FPSC, FERC, and GAAP; and were recorded using storm work orders designed to track Restoration Costs incurred to repair or replace the Company's electric transmission and distribution system and supporting operations, and the incurrence of liabilities which would not have otherwise occurred if not for the Storm. The Report reflects incremental Restoration Costs by cost category, which are described further in the following definitions:

- A. **Regular Payroll and Related Costs:** Represents labor costs (base pay and payroll overheads) incurred by employees of FPL for time spent related to storm restoration activities. The Restoration Costs only include those actual labor costs charged to the storm internal orders (i.e., charge codes) that were comprised of base pay plus overheads for employees of FPL whose cost would otherwise have been recovered via existing regulatory mechanisms greater than the actual monthly average of payroll and payroll overheads charged to operation and maintenance expense for the same month in the previous three calendar years\* supported by a labor analysis workpaper.
- B. **Overtime Payroll and Related Costs:** represents labor costs (overtime pay and payroll overheads) incurred by employees of FPL for time spent related to storm restoration. The Restoration Costs only include those actual labor costs charged to storm restoration internal orders (i.e., charge codes) that were comprised of overtime pay plus overheads

for employees of FPL whose cost would otherwise have been recovered via existing regulatory mechanisms greater than the actual monthly average of overtime payroll and payroll overheads charged to the operation and maintenance expense for the same month in the previous three calendar years\* supported by a labor analysis workpaper.

- C. **Contractors:** represents labor costs (base pay, overtime) incurred by third party overhead and underground line contractors hired for storm restoration activities. Contractors primarily relate to crews from Florida and out-of-state that are not employees of FPL or its affiliate entities. Contractor costs were evaluated on a monthly basis and only included those actual contractor labor costs charged to storm restoration internal orders (i.e., charge codes) that were greater than the operation and maintenance expense three-year average for the same month\*, supported by a contractor analysis workpaper. Contractors are third party vendors providing contract services in the utility industry.
- D. **Line Clearing:** represents third party vendor costs incurred for vegetation management services related to storm restoration activities. The Restoration Costs incurred for vegetation management were evaluated on a monthly basis and only included those actual vegetation management costs charged to storm restoration internal orders (i.e., charge codes) that were greater than the operation and maintenance expense (excluding vegetation management costs recovered through existing regulatory mechanisms) three-year average for the same month\*, supported by reconciliation file, included electronic timesheets and expense information, and a summary file shows total billing by vendor.
- E. **Vehicle & Fuel:** represents costs incurred for fuel provided at staging sites by way of fueling trucks, miscellaneous fuel costs and vehicles specifically rented for storm restoration activities. Fuel costs were evaluated on a monthly basis and only included those actual fuel costs charged to storm reserve project work orders (i.e., charge codes) that were greater than the operation and maintenance expense three-year average for the same month\*, supported by a fuel analysis workpaper and a summary file shows total billing by vendor.
- F. **Materials & Supplies:** represents costs of materials issued out of inventory and related transportation and other charges, net of returns, that were charged to storm reserve project work orders (i.e., charge codes) and supported by materials requisition form related to the Storm.
- G. **Logistics:** represent third party vendor costs incurred related to providing staging areas for employees of FPL, employees of affiliate entities of FPL, and contractors at locations throughout the service territory in which FPL provided storm restoration services to customers. Includes, but not limited to, hotel/lodging, catering, ice, water, tents, and generators that were charged to storm work orders (i.e., charge codes) and supported by a summary file shows total billing by vendor.
- H. **Other:** represents various other expenses not included in the above cost categories, including, but not limited to, employee related expenses (e.g., mileage and cell phone charge reimbursement), securing and repairing corporate facilities, and payroll and

overheads associated with support provided by employees from FPL's affiliates, that were charged to storm reserve project work orders (i.e., charge codes) and supported by third party invoices, internal timesheets, internal expense reports, etc.

*\*Incremental internal and contract labor hired (or related costs) and fuel costs for storm restoration activities (i.e., transmission and distribution utility field activities) (including vegetation management) were only charged to the storm reserve project work orders when greater than the actual monthly average of internal and contract labor (or related) costs and fuel costs, respectively, charged to operation and maintenance expense for the same month in the three previous calendar years. The three-year average was based on calendar years 2021-2023. As applicable, management adjusted the historical monthly internal and contract labor (or related) costs and fuel costs charged to operation and maintenance expense from calculated monthly averages. Each adjustment was properly documented, including a detailed explanation of the nature and derivation of the adjustment.*



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INDEPENDENT ACCOUNTANT'S REPORT

To Florida Power & Light Company  
Juno Beach, Florida 33408-0420

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We have examined management of Florida Power & Light's (the "Company") assertions in the Management Assertion on the Summary of Storm Costs Report ("Management's Assertion Report") that \$777,285,295 of incremental storm restoration costs (the "Restoration Costs") were incurred by the Company during the period from October 6, 2024 to June 1, 2025 (the "Eligible Period") in connection with a storm that the National Weather Service has officially named Hurricane Milton ("the Storm") that made landfall on October 9, 2024, and that the Restoration Costs meet the Restoration Costs Criteria described in Note 1 to Management's Assertion Report (the "Criteria") and that appropriate documentation to support the accompanying Restoration Costs has been prepared. The Company's management is responsible for its assertions. Our responsibility is to express an opinion on management's assertions based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management's assertions are fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about management's assertions. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management's assertions, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination was not conducted for the purpose of evaluating the completeness of the amount of Restoration Costs in accordance with the defined Criteria during the Eligible Period. Accordingly, we do not express an opinion or any other form of assurance other than on management's assertions included in the accompanying Management's Assertion Report.

In our opinion, management's assertions in Management's Assertion Report that the \$777,285,295 of Restoration Costs were incurred by the Company during the Eligible Period in accordance with the Criteria are fairly stated, in all material respects.

*Deloitte & Touche LLP*

December 10, 2025

**Florida Power & Light Company**  
**Summary of Restoration Costs**  
**From October 6, 2024 Through June 1, 2025**

**Management Assertion on the Summary of Storm Costs Report**

Management of Florida Power & Light Company (the “Company” or “FPL”) has prepared and is responsible for the completeness, accuracy, and validity of the accompanying Summary of Storm Costs Report for the period from October 6, 2024, to June 1, 2025 (the “Report”). Management asserts that \$777,285,295 of incremental storm restoration costs (the “Restoration Costs”) were incurred by the Company during the period from October 6, 2024, to June 1, 2025 in connection with a storm that the National Weather Service has officially named Hurricane Milton (“the Storm”) that made landfall on October 9, 2024. Management further asserts that the Restoration Costs meet the Restoration Costs Criteria described in Note 1 of the Report below.

**Florida Power & Light Company**  
**Summary of Restoration Costs**  
**From October 6, 2024 Through June 1, 2025**

**Restoration Costs incurred October 6, 2024 through June 1, 2025<sup>1</sup> by cost category:**

<b><u>Restoration Costs</u></b>	<b><u>Amount</u></b> <b><u>(\$000)</u></b>	<b><u>Explanatory</u></b> <b><u>Note (1)</u></b>
A Regular Payroll and Related Costs	3,797	A
B Overtime Payroll and Related Costs	8,880	B
C Contractors	439,154	C
D Line Clearing	148,305	D
E Vehicle & Fuel	18,455	E
F Materials & Supplies	5,959	F
G Logistics	143,877	G
H Other	8,858	H
<b>Total Restoration Costs</b>	<b>777,285</b>	

**Note 1: Restoration Costs Criteria**

Restoration Costs are costs incurred from October 6, 2024 through June 1, 2025 that are directly incurred related to the Storm for which 1) employees, or employees of affiliated companies, have delivered a service for which base pay, overtime, and related costs and overheads have been paid, or 2) vendors have delivered a service for which an amount has been paid or is owed to the vendor. The Company maintains its accounting books and records in accordance with the accounting requirements and ratemaking practices of the Florida Public Service Commission (FPSC), Federal Energy Regulatory Commission ("FERC"), and generally accepted accounting principles ("GAAP"). The incremental Restoration Costs reflected in the Report have been accounted for in accordance with FPSC, FERC, and GAAP; and were recorded to storm work orders designed to track Restoration Costs incurred to repair or replace the Company's electric system and supporting operations, and the incurrence of liabilities which would not have otherwise occurred if not for the Storm. The Report reflects incremental Restoration Costs by cost category, which are described further in the following definitions:

- A. Regular Payroll and Related Costs:** Represents labor costs (base pay and payroll overheads) incurred by employees of FPL for time spent related to storm restoration activities. The Restoration Costs only include those actual labor costs charged to the storm internal orders (i.e., charge codes) that were comprised of base pay plus overheads for employees of FPL whose cost would otherwise have been recovered via existing regulatory mechanisms greater than the actual monthly average of payroll and payroll overheads charged to operation and maintenance expense for the same month in the previous three calendar years\* supported by a labor analysis workpaper.

<sup>1</sup> Reflects costs incurred through June 1, 2025, but includes adjustments to those costs through November 30, 2025.



**Florida Power & Light Company**  
**Summary of Restoration Costs**  
**From October 6, 2024 Through June 1, 2025**

- B. Overtime Payroll and Related Costs:** represents labor costs (overtime pay and payroll overheads) incurred by employees of FPL for time spent related to storm restoration. The Restoration Costs only include those actual labor costs charged to storm restoration internal orders (i.e., charge codes) that were comprised of overtime pay plus overheads for employees of FPL whose cost would otherwise have been recovered via existing regulatory mechanisms greater than the actual monthly average of overtime payroll and payroll overheads charged to the operation and maintenance expense for the same month in the previous three calendar years\* supported by a labor analysis workpaper.
- C. Contractors:** represents labor costs (base pay, overtime) incurred by third party overhead and underground line contractors hired for storm restoration activities. Contractors primarily relate to crews from Florida and out-of-state that are not employees of FPL or its affiliate entities. Contractor costs were evaluated on a monthly basis and only included those actual contractor labor costs charged to storm restoration internal orders (i.e., charge codes) that were greater than the operation and maintenance expense three-year average for the same month\*, supported by a contractor analysis workpaper. Contractors are third party vendors providing contract services in the utility industry.
- D. Line Clearing:** represents third party vendor costs incurred for vegetation management services related to storm restoration activities. The Restoration Costs incurred for vegetation management were evaluated on a monthly basis and only included those actual vegetation management costs charged to storm restoration internal orders (i.e., charge codes) that were greater than the operation and maintenance expense (excluding vegetation management costs recovered through existing regulatory mechanisms) three-year average for the same month\*, supported by reconciliation file, included electronic timesheets and expense information, and a summary file shows total billing by vendor.
- E. Vehicle & Fuel:** represents costs incurred for fuel provided at staging sites by way of fueling trucks, miscellaneous fuel costs and vehicles specifically rented for storm restoration activities. Fuel costs were evaluated on a monthly basis and only included those actual fuel costs charged to storm reserve project work orders (i.e., charge codes) that were greater than the operation and maintenance expense three-year average for the same month\*, supported by a fuel analysis workpaper and a summary file shows total billing by vendor.
- F. Materials & Supplies:** represents costs of materials issued out of inventory and related transportation and other charges, net of returns, that were charged to storm reserve project work orders (i.e., charge codes).
- G. Logistics:** represent third party vendor costs incurred related to providing staging areas for employees of FPL, employees of affiliate entities of FPL, and contractors at locations throughout the service territory in which FPL provided storm restoration services to

**Florida Power & Light Company**  
**Summary of Restoration Costs**  
**From October 6, 2024 Through June 1, 2025**

customers. Includes, but not limited to, hotel/lodging, catering, ice, water, tents, and generators that were charged to storm work orders (i.e., charge codes) and supported by a summary file shows total billing by vendor.

- H. **Other:** represents various other expenses not included in the above cost categories, including, but not limited to, employee related expenses (e.g., mileage and cell phone charge reimbursement), securing and repairing corporate facilities, and payroll and overheads associated with support provided by employees from FPL's affiliates, that were charged to storm reserve project work orders (i.e., charge codes) and supported by third party invoices, internal timesheets, internal expense reports, etc.

*\*Incremental internal and contract labor hired (or related costs) and fuel costs for storm restoration activities (i.e., transmission and distribution utility field activities) (including vegetation management) were only charged to the storm reserve project work orders when greater than the actual monthly average of internal and contract labor (or related) costs and fuel costs, respectively, charged to operation and maintenance expense for the same month in the three previous calendar years. The three-year average was based on calendar years 2021-2023. As applicable, management adjusted the historical monthly internal and contract labor (or related) costs and fuel costs charged to operation and maintenance expense from calculated monthly averages. Each adjustment was properly documented, including a detailed explanation of the nature and derivation of the adjustment.*