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June 6, 2022

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

Re: Docket No. 20200241-EI; Petition for limited proceeding for recovery of incremental storm restoration costs related to Hurricane Sally, by Gulf Power Company.

Docket No. 20210178-EI; Petition for evaluation of Hurricane Isaias and Tropical Storm Eta storm costs, by Florida Power & Light Company.

Docket No. 20200179-EI; Petition for limited proceeding for recovery of incremental storm restoration costs and associated true-up process related to Hurricane Zeta, by Gulf Power Company.

Dear Mr. Teitzman:

I enclose for filing in the above-referenced docket (Docket No. 20200241-EI) the Rebuttal Testimony of Manuel Miranda, the Rebuttal Testimony of David Hughes, together with Exhibit DH-5, DH-6, DH-7 and DH-8. Copies of this filing will be provided as indicated on the enclosed Certificate of Service.

Please contact me if you or your staff have any questions regarding this filing at (561) 694-3850 or kate.cotner@fpl.com.

Sincerely,

/s/ Kate P. Cotner
Kate P. Cotner

CERTIFICATE OF SERVICE

Docket No. 20200241-EI

Docket No. 20210178-EI

Docket No. 20210179-EI

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

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/s/ Kate P. Cotner

Kate P. Cotner

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
FLORIDA POWER & LIGHT COMPANY
REBUTTAL TESTIMONY OF MANUEL B. MIRANDA
DOCKET NOS. 20210178-EI, 20210179-EI, 20200241-EI
JUNE 6, 2022

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1 I. INTRODUCTION

2

3 **Q. Please state your name and business address.**

4 A. My name is Manuel B. Miranda. My business address is Florida Power & Light
5 Company, 700 Universe Blvd., Juno Beach, Florida, 33408.

6 **Q. Have you previously submitted prepared direct testimony in this proceeding?**

7 A. Yes. I submitted direct testimony and accompanying Exhibits MBM-1 through
8 MBM-7 on November 12, 2021.

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

10 A. The purpose of my rebuttal testimony is to respond to the direct testimony submitted
11 by Office of Public Counsel (“OPC”) witness Lane Kollen. Mr. Kollen’s “process
12 conclusions” and “process recommendations” reflect his misunderstanding of what
13 is required to restore service safely and as quickly as possible. My testimony also
14 elaborates on why Mr. Kollen’s “process recommendations” are unrealistic,
15 unsound, and not in the best interests of customers.

16 **Q. Please summarize your rebuttal testimony.**

17 A. My testimony demonstrates that despite Mr. Kollen’s benefit of hindsight in
18 evaluating Florida Power & Light Company’s and Gulf Power Company’s (the
19 “Companies”) response to Hurricanes Isaias, Sally, Zeta, and Tropical Storm Eta, he
20 reached flawed conclusions regarding the Companies’ storm restoration preparations
21 and procedures, and as such, reflects his lack of operational and storm restoration
22 experience. As these severe storms approached our service areas, the Companies
23 took all prudent and reasonable steps to be prepared to restore service safely and

1 quickly to our customers. Mr. Kollen’s conclusions and recommendations, even with
2 the benefit of hindsight, fail to recognize the uncertainty associated with forecasting
3 the path, timing, and intensity of a major storm and ignores the Companies’ valuable
4 lessons learned and the excellent restoration results achieved in these and other
5 previous storms. Mr. Kollen’s proposed recommendations ignore the real life and
6 real time decisions with which the Companies face as storms approach, ignoring the
7 Companies’ combined experiences in successfully responding to hurricanes and
8 restoring power safely and quickly, and should be rejected by the Commission. If
9 accepted, Mr. Kollen’s proposed recommendations would be detrimental to the
10 Companies’ customers and to the State as a whole, as they would result in longer
11 restoration times and will hamper the Companies’ flexibility and ability to “attempt
12 to restore service within the shortest time practicable consistent with safety” (Rule
13 25-6.044(3), Florida Administrative Code).

14
15 **II. FPL AND GULF’s HURRICANE AND TROPICAL STORM RESPONSE**

16
17 **Q. Having reviewed Mr. Kollen’s criticisms of the Companies’ storm response, do**
18 **you see any overarching problems with his recommendations?**

19 **A.** Yes. Mr. Kollen fails to recognize and appreciate the complexity and severity of
20 conditions a utility faces as it prepares its service area for the potential impending
21 impacts of a major hurricane. Mr. Kollen’s testimony and exhibits show that while
22 he does have extensive regulatory *accounting* experience, he does not appear to have
23 operational or decision-making experience that is relevant or required before, during,

1 or after a storm threatens, or impacts a utility's service area. In addition, despite Mr.
2 Kollen's benefit of hindsight, his retrospective opinions fail to recognize the
3 Companies' strategy to restore service to our customers safely and as quickly as
4 possible.

5 **Q. Does operational and management experience matter when determining what**
6 **actions a utility should take in preparing to respond to an impending storm?**

7 A. Yes. I have been involved with FPL's storm response efforts from 1992 to the
8 present. During this time, I have supported storm restoration for Hurricane Andrew,
9 the 2004 and 2005 storm seasons when seven storms impacted FPL's service area,
10 Hurricanes Matthew, Irma, and Dorian, and most recently in 2020 as Hurricanes
11 Isaias, Sally, Zeta, and Tropical Storm Eta impacted FPL's and Gulf's service areas.
12 My experience includes being involved with or responsible for making operational
13 decisions regarding when and how many resources (internal and/or external) the
14 Companies require to respond to a storm and whether to send resources to assist with
15 other utilities' storm response efforts (e.g., Hurricane Laura in 2020 and Hurricane
16 Ida in 2021, both category 4 hurricanes devastating the State of Louisiana). Actual
17 storm operational and management experience informs and helps to guide a
18 company's actions, activities, and response, considering the conditions and
19 circumstances that are known when decisions must be made. For the Companies,
20 these operational and managerial decisions, made as the storms approached centered
21 around the key components of our emergency preparedness plan, which I provided
22 in my direct testimony. For instance, pre-negotiating contractor rates at market rates

1 in advance of a storm assists the Companies in deciding what resources to bring onto
2 its system, and when it is prudent to do so.

3
4 Contrary to Mr. Kollen's fundamental misunderstanding of the storm preparedness
5 and restoration process, pre-storm contractor negotiations do not guarantee that those
6 contractor resources are going to be available when called upon to travel to assist the
7 Companies. For example, a contractor may be supporting another currently active
8 restoration event, may be committed to assist another utility, or may have other
9 business reasons preventing dispatch to the Companies. Mr. Kollen's lack of
10 operational and storm restoration experience is further illustrated by his
11 misunderstanding of how, why, and when the Companies manage both internal and
12 external storm restoration resources to successfully implement its restoration
13 process.

14 **Q. How would you characterize the Companies' response to Hurricanes Isaias,**
15 **Sally, Zeta and Tropical Storm Eta?**

16 A. As witness Spoor and I outlined in our respective direct testimonies, the Companies'
17 primary goal during storm restoration is to safely restore critical infrastructure and
18 to restore power to the greatest number of customers in the least amount of time. The
19 Companies prudently prepared, based on the best information available at the time,
20 to respond to the very real threat posed by each of these storms as they approached
21 the Companies' service areas. The Companies' preparation and rapid response
22 resulted in an efficient and effective restoration, allowing the affected customers to
23 return to normalcy soon after the storms had passed.

1 **III. OPC’s FLAWED CONCLUSIONS AND RECOMMENDATIONS**

2

3 **Q. On pages 14 and 15 of his testimony, Mr. Kollen describes “Process**
4 **Conclusions” in which he presents his perspective of the Companies’ Storm**
5 **Damage Model utilized in the restoration process. What are your thoughts**
6 **regarding these conclusions?**

7 A. Mr. Kollen wants FPL to utilize a model or software that can predict damage and
8 determine resource requirements for storm restoration. I am not aware of any such
9 software existing in the industry at this time that is comparable to FPL’s Storm
10 Damage Model. As I previously mentioned in my discussion of the emergency
11 preparedness processes in my direct testimony, the Storm Damage Model is one of
12 many tools that the Companies utilizes to evaluate resource requirements for
13 restoration following a major weather event. Forecasted damage assessments from
14 the Storm Damage Model, real time resource availability and location of these
15 resources, historical performance for similar storms, and operational and managerial
16 experience all factor into making these critical decisions. The Storm Damage Model
17 is a valuable tool, but it does not replace, nor is it intended to replace the other inputs
18 needed to make the critical pre-landfall and real time decisions around resource
19 requirements and availability for restoration activities.

20

21 The Storm Damage Model is updated annually to reflect the infrastructure
22 improvements from storm hardening. This includes work associated with our
23 Commission-approved storm hardening programs. As the Companies continue their

1 infrastructure hardening efforts, the corresponding information is entered into FPL's
2 Geographic Information System ("GIS") system and those components are
3 incorporated in the Storm Damage Model, as a result, the corresponding
4 Construction Man Hours estimated within the model are reduced. Consequently, as
5 more of the Companies' distribution infrastructure is hardened, the associated
6 Construction Man Hours produced by the Storm Damage Model should continue to
7 decline over time.

8 **Q. On page 20 of his testimony, Mr. Kollen describes his "Process**
9 **Recommendations" which include "engage outside consulting assistance" for**
10 **the FPL's Storm Damage Model. What is your assessment of Mr. Kollen's**
11 **recommendation?**

12 A. Mr. Kollen's recommendation is not necessary. The Storm Damage Model is a
13 proprietary, in-house developed, product designed exclusively for the Companies'
14 use and FPL currently has a patent pending for the Storm Damage Model. After each
15 storm season, FPL continues to identify opportunities to improve its performance
16 and updates the algorithms used in the Storm Damage Model.

17 **Q. Also, on page 20 of his testimony, Mr. Kollen describes his "Process**
18 **Recommendations" which include several statements that "the Companies**
19 **should adopt written policies" to "minimize costs". What are your views of**
20 **those "Process Recommendations"?**

21 A. Mr. Kollen's "Process Recommendations" appear to be an effort to have the
22 Companies memorialize, in written policies, his idealized view of storm restoration
23 processes and how those processes should "minimize costs", which apparently is his

1 ultimate goal for a storm restoration effort. Mr. Kollen’s objective of minimizing
2 costs, however, does not account for the impact on the Companies’ customers or the
3 State of Florida’s economy of a protracted restoration effort. As I stated in my direct
4 testimony, “restoring electric service as quickly as possible cannot, by definition, be
5 pursued as a ‘least cost’ process.” Stated simply, restoration of electric service at the
6 lowest possible cost in the wake of storms will not result in the most rapid restoration.
7 Mr. Kollen’s assertion is premised on the flawed assumption that the Companies
8 either have perfect knowledge of when, where, and with what strength a hurricane
9 will strike, or alternatively have the luxury to wait for the storm to impact its service
10 area, assess the level of damage and customer interruptions, and then, and only then,
11 proceed to procure external resources to commence restoration efforts in order to
12 “minimize cost”. Mr. Kollen fails to acknowledge that the Companies must prepare
13 and make decisions in anticipation of the potential damage that a storm can cause in
14 the Companies’ service area based on the National Hurricane Center’s (“NHC”)
15 forecasts, which are subject to significant degree of uncertainty in terms of path,
16 timing of impact and level of storm intensity.

17 **Q. On page 20 of his testimony, Mr. Kollen describes his “Process**
18 **Recommendations” which include “adopt written documentation of their Storm**
19 **Damage Model...”. What are your views of adopting written documentation of**
20 **the Storm Damage Model to include those items recommended by Mr. Kollen?**

21 A. Mr. Kollen’s recommendation appears to assert that written documentation of the
22 Storm Damage Model should provide a step by step “manual” to determine resource
23 requirements before, during, and after a storm response. To assist in understanding

1 FPL's Storm Damage Model, the Companies conducted an informal technical
2 conference with OPC to discuss and elaborate on the functionality of the Storm
3 Damage Model. Subsequently, FPL responded to additional discovery regarding the
4 Storm Damage Model. As I previously mentioned, the Storm Damage Model is only
5 one of the many tools used to forecast storm damage and by no means is the only
6 determinant in storm response and resource decisions. As I discussed in page 7 of
7 my direct testimony, there are many other components of the Companies' emergency
8 preparedness plan. The Companies' comprehensive plan has provided prompt and
9 effective responses to extreme weather events. The written documentation of the
10 Storm Damage Model would provide little benefit in the determination of the
11 Companies' decision criteria for resource acquisition during the storm restoration
12 process.

13 **Q. Mr. Kollen's testimony further states that "the Companies have an obligation**
14 **to minimize costs through every phase of the storm planning and restoration**
15 **process." What is your response to this statement?**

16 A. The Companies consider costs in its decisions, including the storm planning and
17 restoration processes. Mr. Kollen may have focused on the discussion at page 7 of
18 my direct testimony describing the key components of the Companies' operational
19 emergency preparedness plan, while ignoring portions of my testimony detailing the
20 Companies' utilization and redeployment of its employees, utilization of embedded
21 contractors, pre-storm negotiation of vendor rates at market prices, the Companies'
22 practice of bringing in (acquiring least cost first) and releasing resources to mitigate
23 costs (releasing high cost first) wherever possible, and the overall efficiencies

1 employed by the Companies' in the execution of its well planned and storm-tested
2 processes. Each of these actions and practices serve to minimize the costs of
3 restoration. Costs are always a factor in every decision that the Companies make
4 during a restoration event, but it cannot be the primary driver behind the decisions if
5 the Companies are going to restore service to our customers as quickly and safely as
6 possible.

7 **Q. Please explain how the Companies acquire additional external restoration**
8 **resources in response to a storm that is approaching their service area?**

9 A. As described more extensively in my direct testimony, an important component of
10 each restoration effort is the Companies' ability to scale up its resources to match the
11 increased volume of the projected restoration workload, which first includes
12 engaging our Companies' team and embedded contractors. The next important
13 component is the "scaling-up" effort which includes acquiring additional external
14 contractors and mutual assistance resources from other utilities through industry
15 organizations (e.g., the Southeastern Electric Exchange ("SEE") and Edison Electric
16 Institute ("EEI")), as well as other restoration power line contractors, which the
17 Companies independently acquire. While the Companies are mindful of costs when
18 acquiring additional external resources (e.g., acquiring resources based on a low-to-
19 high cost ranking where possible), a storm's path, intensity and size, if significant
20 enough, can substantially limit the availability of external resources, as the demand
21 for available resources can exceed the available supply, especially if other utilities
22 have been impacted by previous storms, or other utilities have the potential to be
23 impacted by the same storm. In such instances, the Companies have limited

1 alternatives and may be required to acquire external restoration resources that are at
2 the higher end of the low-to-high cost ranking.

3 **Q. Did FPL assess the need for resources and mitigate contractor labor costs by**
4 **utilizing its contractor workforce effectively and diligently for these storms?**

5 A. Yes. As explained in more detail in my direct testimony, the Companies respond to
6 storms by taking specified and well-rehearsed actions at specified intervals prior to
7 a storm's impact. These actions include activating the Companies' Command Center
8 based on the storm's NHC-forecasted track and timing; forecasting resource
9 requirements; developing initial restoration plans; activating contingency resources;
10 preparing communications to inform and prepare customers; and identifying
11 available resources from mutual assistance utilities. The Companies endeavor to
12 acquire resources based on a low-to-high cost ranking and release resources in
13 reverse order, subject to the overriding objective of safely restoring critical
14 infrastructure and restoring power to the greatest number of customers in the least
15 amount of time.

16 **Q. On page 32, lines 17-24 and page 33, lines 1-2 of his testimony, Mr. Kollen alleges**
17 **that the Companies have not provided evidence that it assigns and/or acquires**
18 **resources through a prudent and reasonable mix of its own employees, affiliate**
19 **company contractors, mutual assistance contractors, and third-party**
20 **contractors in a manner that minimizes storm costs. Please comment on Mr.**
21 **Kollen's opinion.**

22 A. Mr. Kollen continues to ignore parts of my direct testimony, specifically pages 14
23 through 17 where I describe the formalized industry and Companies' processes to

1 request mutual assistance resources for storm restoration. Mr. Kollen also continues
2 to ignore responses to interrogatories in this docket describing pre-established
3 contracts with line contractors that are competitively bid for three-year terms to lock-
4 in pricing. In Mr. Kollen's view of storm restoration, the allocation of all these
5 resources can be optimized to "minimize storm costs." Mr. Kollen's view, however,
6 lacking any practical experience, incorrectly presumes that all those resources will
7 be available to the Companies and only to the Companies in the event of a storm,
8 which they are not.

9
10 On page 33 of his testimony Mr. Kollen states that the "Companies relied primarily
11 on third party contractors rather than their own employees, affiliate company
12 contractors, or mutual assistance contractors." This is not true. The first responders
13 to a storm event are the Companies' employees. Virtually all employees are engaged
14 in the storm restoration process as each employee has a specific storm assignment.
15 Some employees such as line crews perform their normal responsibilities and ramp
16 up for storm response and other staff employees have been trained to perform other
17 storm assignment roles in addition to their normal work assignments. In many cases,
18 employees whose homes and property are in the path of the storm continue to report
19 to work and perform their storm assignment in support of the storm restoration. What
20 Mr. Kollen expresses is exactly what happens during an event, but what he does not
21 understand is that all these resources must be engaged at the same time for a
22 successful and efficient restoration. Mr. Kollen's chart on page 34 of his testimony
23 is not completely accurate because he fails to show the percentage of the overall

1 resource numbers (number of workers) that make up the categories. The number of
2 workers is what drives these categories, not the cost of the workers.

3 **Q. On page 34 of his testimony, Mr. Kollen recommends that the Companies**
4 **acquire and/or develop an “optimization software” for resources. What is**
5 **your view of this recommendation?**

6 A. Mr. Kollen’s recommendation is both unnecessary and inappropriate for this
7 proceeding. The Storm Damage Model provides an initial input into the planning
8 process with construction man-hour estimates distributed across the Companies’
9 regions. The team then takes this information along with all other available
10 information at the time, combines that with their knowledge, experience, and the
11 Companies’ historical responses to similar storms, to formulate an optimized
12 resource plan. That plan must consider industry indicators such as what other
13 restoration activities are going on across the country, what other utilities may be
14 impacted by this storm, together with resource costs, location, and travel time of such
15 resources. Currently, I am not aware of and would not expect to see an industry
16 recognized software application that would be able to handle the myriad of variables
17 and inputs required by a utility as complex as FPL in a state which is frequently
18 impacted by extreme weather events.

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1 **Q. On page 36 of his testimony, Mr. Kollen recommends that the Commission**
2 **adopt a one-directional penalty system in order to incentivize the Companies**
3 **to focus on continuous improvement in planning and implementation and other**
4 **processes to minimize costs before costs for a specific storm are incurred,**
5 **contractors are mobilized, and invoices are issued by the contractors and paid**
6 **by the Companies. What is your view of this recommendation?**

7 A. Mr. Kollen’s recommendation is both unnecessary and inappropriate for this
8 proceeding. The Companies do not need to be subjected to a one-directional penalty
9 system regarding the recovery of storm-related costs to incentivize what the
10 Companies have been doing and performing as an industry leader for years:
11 preparing for and responding to hurricanes and other weather events. Time and again
12 the Companies have demonstrated to the Commission that its actions in preparing
13 for and responding to major weather events, including hurricanes, were prudent and
14 the associated costs were reasonable. Continuous improvements in planning,
15 implementation, and all aspects of our operations are firmly instilled as part of the
16 Companies’ practices and culture. Moreover, the Commission always has the final
17 say on prudence and reasonableness issues.

18 **Q. On page 28 of Mr. Kollen’s testimony, he states “The Company considers**
19 **multiple sources of weather information, but relies exclusively...from the**
20 **National Hurricane Center...as inputs to the Storm Damage Model...”. Is this**
21 **an accurate reflection of the Storm Damage Model inputs?**

22 A. No, the Companies do not rely *exclusively* on weather data from the NHC. The
23 Companies utilize several weather sources as it prepares our response to extreme

1 weather events. The European Centre for Medium Range Weather Forecasts, US
2 National Weather Service, National Oceanic and Atmospheric Administration, as
3 well as up to 39 different weather sources for information and storm models. The
4 Companies use the numerical prediction models by the NHC to produce the official
5 forecast which is input into the Storm Damage Model. The other information and
6 models allow us to understand the wide range of the storm forecast to determine
7 additional parameters, but the utilization of the NHC-forecast provides our starting
8 point. It is also important to note that the NHC-forecast is based on numerous
9 modeling algorithms and sources and not just a single forecast itself. The Companies
10 strive to use the best and most up-to-date information available from NHC in making
11 these critical decisions.

12
13 Lastly, I have one final comment regarding Mr. Kollen's statement questioning the
14 utilization of the NHC "exclusively". As explained above not only is that inaccurate,
15 but I found it peculiar that he questioned relying upon the NHC for storm forecasting
16 purposes. As a division of the United States' National Weather Service, the NHC is
17 primarily responsible for tracking and predicting tropical weather systems, as well
18 as providing real time hurricane data through the aerial surveillance of active
19 hurricanes. The NHC is not only responsible for tracking extreme weather for the
20 United States, but also the Eastern Pacific and North Atlantic as the World
21 Meteorological Organization recognizes the NHC as a Regional Specialized
22 Meteorological Center. The NHC is a recognized world leader in the prediction and
23 tracking of extreme weather events.

1 **Q. What is your conclusion regarding Mr. Kollen's comments pertaining to storm**
2 **restoration?**

3 A. Mr. Kollen's testimony reflects a fundamental lack of understanding of the storm
4 restoration processes of electric utilities and his proposals would ultimately hinder
5 the Companies' ability to restore power to its customers, which comprise more than
6 half of Florida's population.

7

8 The Companies successfully executed their emergency preparedness plan. Relying
9 on proven restoration processes and through deployment of our own employees,
10 embedded contractors, external contractors, and mutual assistance from other
11 utilities to safely restore critical infrastructure and the greatest number of customers
12 in the least amount of time.

13 **Q. Does this conclude your rebuttal testimony?**

14 A. Yes.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

FLORIDA POWER & LIGHT COMPANY

REBUTTAL TESTIMONY OF DAVID HUGHES

DOCKET NOS. 20210178-EI, 20210179-EI, 20200241-EI

JUNE 6, 2022

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1 **I. INTRODUCTION**

2

3 **Q. Please state your name and business address.**

4 A. My name is David Hughes, and my business address is Florida Power & Light
5 Company (“FPL”), 700 Universe Boulevard, Juno Beach, Florida 33408.

6 **Q. Did you previously submit direct testimony in this proceeding?**

7 A. Yes.

8 **Q. Are you sponsoring any rebuttal exhibits?**

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

- 10 • DH-5 - Updated Hurricane Sally Costs as of April 30, 2022, which is an
11 update to the storm restoration costs provided in original Exhibit DH-1
12 (Sally), renumbered as DH-1 – Hurricane Sally Incremental Cost and
13 Capitalization Approach Adjustments included with my direct
14 testimony under Docket No. 20200241-EI.
- 15 • DH-6 - Updated Hurricane Zeta Costs as of April 30, 2022, which is an
16 update to the storm restoration costs provided in original Exhibit DH-1
17 (Zeta), renumbered as DH-2 – Hurricane Zeta Incremental Cost and
18 Capitalization Approach Adjustments included with my direct
19 testimony under Docket No. 20210179-EI.
- 20 • DH-7 - Updated Hurricane Isaias Costs as of April 30, 2022, which is
21 an update to the storm restoration costs provided in original Exhibit DH-
22 1 (Isaias), renumbered as DH-3 – Hurricane Isaias Incremental Cost and

1 Capitalization Approach Adjustments included with my direct
2 testimony under Docket No. 20210178-EI.

3 • DH-8 - Updated Tropical Storm Eta Costs as of April 30, 2022, which
4 is an update to the storm restoration costs provided in original Exhibit
5 DH-2 (Eta), renumbered as DH-4 – Tropical Storm Eta Incremental
6 Cost and Capitalization Approach Adjustments included with my direct
7 testimony under Docket No. 20210178-EI.

8 **Q. How will you refer to FPL and Gulf Power Company (“Gulf Power”) when**
9 **discussing them in testimony?**

10 A. For consistency purposes, FPL and Gulf Power will be referred to in a similar
11 manner as to how Office of Public Counsel (“OPC”) witness Kollen referenced
12 them in his testimony. Gulf Power and FPL will be referred to as “the
13 Companies” or as separate entities, where applicable.

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

15 A. The purpose of my rebuttal testimony is to respond to certain portions of the
16 direct testimonies of Lane Kollen and Randy A. Futral submitted on behalf of
17 the OPC. Specifically, I will explain that FPL and Gulf Power followed Rule
18 25-6.0143, Florida Administrative Code (the “Storm Rule”), in effect at the time
19 Hurricanes Isaias, Sally, Zeta, and Tropical Storm Eta (the “storm events”)
20 impacted the Companies, to identify storm costs charged to base Operations &
21 Maintenance (“O&M”), capital, or the storm reserve, and properly applied the
22 Incremental Cost and Capitalization Approach (“ICCA”) methodology to those
23 costs in all four storm events. In so doing, I will show that Mr. Kollen’s

1 recommended adjustments to the categories of regular payroll, overtime
2 payroll, materials and supplies, and line contractor expenses are inappropriate,
3 contrary to the Storm Rule, ignore the facts, and therefore should be rejected. I
4 will also discuss why it is appropriate to charge interest on Gulf Power's
5 unrecovered storm costs until fully recovered from customers through a
6 surcharge and briefly address Mr. Kollen's comments regarding FPL's use of
7 the reserve amortization mechanism to charge the storm restoration costs to
8 base O&M expense, an issue that has no place in this proceeding.

9
10 Finally, I will provide an update to my direct testimony exhibits with final
11 restoration costs for the storm events, including adjustments the Companies
12 identified in its responses to discovery which are also discussed by OPC witness
13 Futral in his testimony.

14

15 **II. THE STORM RULE**

16

17 **Q. Please identify the Storm Rule the Companies were required to follow in**
18 **the identification of and accounting for costs associated with the storm**
19 **events.**

20 A. The Storm Rule, as identified above, clearly delineates both the categories of
21 costs allowed to be charged to the reserve under the ICCA methodology, and
22 the categories of costs prohibited from being charged to the reserve under the
23 ICCA methodology.

1 **Q. Did the Companies comply with the Storm Rule in identifying incremental**
2 **storm-related costs and then apply the ICCA methodology to those costs?**

3 A. Yes. The Companies followed the requirements of the Storm Rule, in effect at
4 the time of the storm events, governing the identification of incremental storm-
5 related costs incurred. The Storm Rule was modified during the year 2021 and
6 the version of the Storm Rule in effect today does not apply to the storm events
7 addressed in this proceeding.

8 **Q. Mr. Kollen claims that the Companies refused to provide certain data in**
9 **response to OPC's discovery requests regarding costs in base rates, as well**
10 **as the three-year average of costs which Mr. Kollen mistakenly believes to**
11 **be relevant to this case. What is your response to these comments?**

12 A. It is hard to understand Mr. Kollen's concerns on these issues given the fact he
13 himself points to documents that: (1) explain the Companies' base rates are the
14 product of a comprehensive settlement; (2) provide the three-year averages
15 where available; and (3) explain why three-year average cost information is not
16 available with certain costs.

17 **Q. What is your response to Mr. Kollen's complaints about the scope and**
18 **quantity of the information provided by the Companies in support of the**
19 **initial filings?**

20 A. It is again hard to understand why Mr. Kollen would complain about the vast
21 amount of information provided by the Companies in support of the initial
22 filings. Utilities' initial filings in storm dockets have traditionally included a
23 petition and perhaps two or three pieces of direct testimony. In this case, in

1 accordance with the Hurricane Irma Settlement approved by the Commission
2 in Order No. PSC-2019-0319-S-EI, Docket No. 20180049-EI, the Companies’
3 initial filings provided a tremendous amount of additional information
4 consisting of confidential sortable spreadsheets with cost support for
5 renumbered Exhibits DH-1 through DH-4, containing more than 100
6 confidential line and vegetation contractor flat files with detailed invoice-
7 related information (e.g., crew timesheet and expenses, documentation of
8 exceptions, adjustments, etc.), and a compilation of confidential data exported
9 from the REDi system (Resources for Emergency Deployment) providing
10 certain contractor travel information. The notion that the filing is insufficient
11 because the Companies did not include all contracts with its initial filing –
12 notwithstanding the absence of any rule, precedent, or agreement requiring this
13 - is simply not credible and ignores the fact that it complies with requirements
14 of the Commission-approved Hurricane Irma Settlement to which OPC is a
15 party.

16 **Q. Are there other criteria outside of the Storm Rule that Mr. Kollen asserts**
17 **should be considered by the Commission?**

18 A. Yes. Mr. Kollen introduces a one-directional penalty system regarding the
19 recovery of storm related costs in order to incentivize the Companies to
20 minimize the cost of storm restoration – a proposal which, as discussed by FPL
21 witness Miranda, is unnecessary and inappropriate in this proceeding.

22

1 **Q. It seems that OPC, through Mr. Kollen, is suggesting that the Commission**
2 **ignore the clear intent of the governing Storm Rule by asking the**
3 **Commission to consider other criteria outside of the Storm Rule. What is**
4 **the Companies' position with respect to these suggestions?**

5 A. This docket – opened to determine the prudence and reasonableness of storm-
6 related costs associated with the storm events – is not a rulemaking proceeding
7 and simply is not the forum within which these other criteria should even be
8 considered. As stated above, in both its filing and its responses to discovery,
9 the Companies have fully complied with the Storm Rule and those aspects of
10 the Commission-approved, OPC-supported Hurricane Irma Settlement
11 Agreement that apply. The Companies respectfully submit that the
12 Commission should reject Mr. Kollen's efforts to turn this docket into a
13 rulemaking proceeding.

14 **Q. On page 5 of his testimony, OPC witness Futral recommends that the**
15 **Commission require the Companies "to institute a Binder file structure"**
16 **to streamline the audit process of storm restoration costs related to future**
17 **storm events. Do you agree with his recommendation?**

18 A. No. Instituting such a recommendation is not required under the Storm Rule
19 nor does it fall under the provisions of FPL's Hurricane Irma Settlement. In
20 addition, the Companies provided searchable electronic files for each of the
21 storm events when filing its petitions in this proceeding, which is more efficient
22 when reviewing a large volume of data.

23

1 **III. ACCOUNTING TREATMENT AND THE ICCA METHODOLOGY**

2

3 **Q. Do you agree with OPC witness Kollen’s statement on Page 37, Lines 3**
4 **through 8 that the Companies failed to limit the costs charged to the storm**
5 **reserve or O&M expenses?**

6 A. No, I do not agree. It appears Mr. Kollen believes that only the incremental
7 storm restoration costs under the ICCA method are charged to customers and
8 that the non-incremental storm restoration costs under the ICCA method are
9 “disallowed” (i.e., not charged to customers). Of course, that is not true. Under
10 the ICCA methodology, all reasonable and prudently incurred non-incremental
11 storm restoration costs are charged as base O&M expense or capital.

12 **Q. Did the FPSC conduct an audit to review the Companies’ application of**
13 **the ICCA methodology related to the costs for the storm events?**

14 A. Yes. The FPSC conducted an audit to determine if the storm costs in the storm
15 events were properly stated and recorded. The final audit report reflects no
16 findings regarding the application of the ICCA methodology to the costs for the
17 storm events presented in this proceeding. Therefore, the Commission auditors
18 have acknowledged and validated that the Companies followed the
19 requirements of the ICCA methodology to calculate incremental storm costs for
20 recovery in this proceeding.

21

22

23

1 **IV. INCREMENTAL STORM COSTS**

2
3 **Q. Does Mr. Kollen offer any evidence to suggest that any of the costs under**
4 **what he calls his “Disallowance Issues” starting on Page 39 of his testimony**
5 **were imprudently or unreasonably incurred?**

6 A. No. Witness Kollen does not claim that any of the storm restoration costs
7 presented for the storm events in this proceeding are unreasonable or imprudent.
8 Rather, his proposed adjustments to the regular payroll, overtime payroll,
9 materials and supplies, line contractor expense, and interest associated with the
10 unrecovered storm costs are based entirely on his erroneous application of the
11 ICCA methodology.

12
13 **A. Regular Payroll Storm Restoration Costs**

14 **Q. Please summarize Mr. Kollen’s recommended adjustment to the regular**
15 **payroll expense for the storm events.**

16 A. On Page 40, lines 12 through 19 and Page 41, Lines 1 through 11 of his direct
17 testimony, Mr. Kollen contends that all regular payroll expense associated with
18 all storm restoration costs is non-incremental and should be disallowed. Mr.
19 Kollen’s adjustment to remove the total amount of regular payroll costs for the
20 storm events presented in this proceeding is unsupported and based solely on
21 his flawed application of the ICCA.

22 **Q. Do you agree with Mr. Kollen’s adjustment to regular payroll expense?**

23 A. No. As stated in my direct testimony, regular payroll normally recovered
24 through capital or cost recovery clauses can be charged to the storm reserve

1 based on paragraphs 21 and 22 of Order No. PSC-2006-0464-FOF-EI, Docket
2 No. 20060038-EI. The regular payroll expense calculated by the Companies as
3 incremental storm expense would have been incurred as a component of capital
4 or cost recovery clauses absent the storm events' restoration efforts.
5 Importantly, Mr. Kollen does not claim that any portion of the regular payroll
6 expense incurred by the Companies was unreasonable or imprudent. Rather,
7 Mr. Kollen's adjustments to the regular payroll expense is based entirely on his
8 erroneous application of the ICCA method.

9
10 Unless a non-incremental regular payroll expense is found to be imprudent, it
11 would be charged to base O&M expense or capital, which is where all of the
12 regular payroll expense for the storm events has been charged. Mr. Kollen's
13 attempt to reclassify all the regular payroll expense as non-incremental costs
14 does not mean the costs are disallowed as a base O&M expense as suggested
15 by Mr. Kollen. In the case of Hurricane Isaias and Tropical Storm Eta, it simply
16 shifts where the regular payroll expense on renumbered Exhibit DH-3 and
17 renumbered Exhibit DH-4 filed in my direct testimony would be reflected and
18 would have no other impact on FPL's books and records. For Hurricanes Sally
19 and Zeta, it would just move costs from the storm reserve to base O&M. For
20 these reasons, Mr. Kollen's arbitrary reduction in regular payroll misapplies the
21 ICCA method and is not consistent with the Storm Rule.

22

1 **Q. Do you have any additional concerns with Mr. Kollen’s application of the**
2 **ICCA method?**

3 A. Yes. While the Storm Rule does not expressly state how the ICCA
4 methodology should be applied to regular payroll, the Storm Rule does provide
5 significant guidance on the purpose and intent of it. Part (1)(f)(1) of the Storm
6 Rule prohibits “base rate recoverable regular payroll and regular payroll-related
7 costs for utility managerial and non-managerial personnel” from being charged
8 to the storm reserve, and Part (1)(d) of the Storm Rule provides that “... costs
9 charged to cover storm-related damages shall exclude those costs that normally
10 would be charged to non-cost recovery clause operating expenses in the absence
11 of a storm.” In addition, Part (1)(f)(7) of the Storm Rule specifically refers to
12 the use of budgeted call center and customer service costs when calculating
13 incremental costs for those functions. When these parts of the Storm Rule are
14 read together, it is clear that the purpose of the Storm Rule is to exclude the
15 normal regular payroll base O&M expense that would have been incurred *in the*
16 *absence of the storm.*

17
18 There is nothing in the Storm Rule that states all regular payroll expense must
19 be disallowed for recovery or considered non-incremental. Mr. Kollen fails to
20 support his exclusion of all regular payroll as a disallowance or non-incremental
21 expense and provides no reasoning for suggesting such adjustment.

22

1 **Q. Did the Companies apply the ICCA methodology to regular payroll and**
2 **exclude those costs that normally would be charged to non-cost recovery**
3 **clause operating expenses in the absence of a storm? Please explain your**
4 **answer.**

5 A. Yes. The Companies used its current period operating budget as the baseline
6 to calculate its non-incremental payroll storm costs per the ICCA methodology,
7 which was reflected on renumbered Exhibits DH-1, DH-2, DH-3, and DH-4
8 attached to my direct testimony, and the updated Exhibits DH-5 through DH-8
9 attached to this testimony. The use of the budgeted amount of regular payroll
10 expenses to calculate the baseline from which incremental recoverable costs are
11 derived is consistent with the intent and purpose of the ICCA methodology
12 under the Storm Rule because it reflects the actual amount of regular payroll
13 expense that would be charged to base O&M expense in the absence of the
14 storm. Further, the use of the budgeted amount of regular payroll expenses to
15 calculate the baseline from which incremental recoverable costs are derived
16 properly recognizes that: (1) the base rates in effect were the result of a
17 comprehensive settlement with a significantly reduced revenue requirement
18 from what was initially requested; and (2) the actual amount of regular O&M
19 payroll to be charged to base rates can and does fluctuate from year to year.

20

21

22

23

1 **B. Overtime Payroll Storm Restoration Costs**

2 **Q. Please summarize Mr. Kollen’s recommended adjustment to the storm**
3 **events’ overtime payroll expense.**

4 A. Starting on page 41, lines 13, through page 43, line 11 of his testimony, Mr.
5 Kollen recommends that an arbitrary and unsupported 25% of the Companies’
6 overtime payroll expense associated with the storm events to be disallowed and
7 excluded under the ICCA methodology.

8 **Q. Are you able to identify the basis of the arbitrary and unsupported**
9 **recommended adjustment of 25% of all the storms events’ overtime**
10 **payroll?**

11 A. No. Mr. Kollen readily admits that he simply “assumed” that 75% of the
12 storms’ overtime was incremental and 25% was non-incremental. This
13 assumption appears to be based on a number of additional incorrect
14 assumptions, none of which support his conclusion.

15
16 He claims at page 42, starting on line 13 of his testimony that “[t]he Companies
17 failed to provide the amounts included in the base revenue requirement in
18 response to OPC discovery.” The Companies in fact provided a detailed answer
19 as seen on his Exhibit LK-2 explaining: (1) that base rates in effect during 2020
20 were the result of full comprehensive settlement agreements entered by both
21 FPL and Gulf Power in separate rate case dockets and approved by the

1 Commission,¹ and that the fixed based rates approved were designed to achieve
2 the settled revenue requirement, not the as-filed revenue requirement; and (2)
3 that overtime payroll for the storm events (as a qualifying storms events) were
4 neither budgeted nor planned, and that as a result any and all associated
5 overtime payroll is by definition incremental.

6

7 **C. Non-Incremental Contractor Costs**

8 **Q. Please summarize Mr. Kollen’s recommended adjustment to line**
9 **contractor expense for the storm events.**

10 A. On pages 43 through 45 of his direct testimony, Mr. Kollen contends that the
11 Companies did not properly apply the ICCA methodology to “line contractor
12 costs.” Mr. Kollen recommends a disallowance of an arbitrary and unsupported
13 2% of line contractor costs, once again incorrectly claiming “the Companies
14 objected to and refused to provide the historic information necessary to quantify
15 these embedded costs in response to OPC discovery.” Similar to his
16 adjustments for payroll and overtime payroll, his adjustment for line contractor
17 costs is unsupported and contrary to the Storm Rule.

18

19

¹ See FPL’s 2016 Stipulation and Settlement Agreement approved by the Commission in Order No. PSC-2016-0560-AS-EI in Docket No. 20160021-EI (the “2016 Settlement Agreement”) and Gulf Power’s 2017 Stipulation and Settlement Agreement approved by the Commission in Order No. PSC-17-0178-S-EI, Docket No. 160186-EI.

1 **Q. Do you agree with Mr. Kollen that the Companies did not properly apply**
2 **the ICCA methodology to line contractor costs?**

3 A. No. The Companies followed Part (1)(e)(1) of the Storm Rule in determining
4 the amount of line contractor costs that are allowed to be recovered, which
5 included “additional contract labor hired for storm restoration activities.”
6 Similar to overtime payroll, line contractor costs are neither budgeted nor
7 planned – they are incremental in nature. Indeed, but for each storm, the
8 Companies would not have incurred this line contractor expense.

9

10 **D. Non-Incremental Materials and Supplies**

11 **Q. Do you agree that materials and supplies should be treated in the same**
12 **manner as tree trimming expenses as witness Kollen contends on page 38,**
13 **Lines 8 through 14 of his testimony? Please explain.**

14 A. No. Part (1)(f)(8) of the Storm Rule, addressing tree trimming expenses,
15 specifically requires the use of a three-year average of tree trimming expenses
16 to determine incremental storm-related expenses. That is the only section of
17 the Storm Rule where the use of a three-year average is the benchmark for
18 determining costs recovered in base rates as opposed to incremental storm-
19 related costs. In the instance of materials and supplies, the use of a three-year
20 average is not required by the Storm Rule. Notwithstanding that fact, Mr.
21 Kollen criticizes the Companies for failing to use the three-year average to
22 identify incremental materials and supplies costs. It is obvious that witness
23 Kollen is disregarding the Storm Rule by comparing tree trimming to the

1 materials and supplies rule requirements. Therefore, his proposed adjustment
2 for this item should be ignored.

3

4 **E. Interest on the Unamortized Storm Costs**

5 **Q. Do you agree with witness Kollen that Gulf Power should be disallowed the**
6 **interest accrual on unamortized storms costs for Hurricanes Sally and**
7 **Zeta?**

8 A. No. On page 35, Lines 1 through 11 of witness Kollen’s testimony, he states
9 that Gulf Power should not be able to include interest on the unrecovered
10 incremental storm costs related to Hurricanes Sally or Zeta because “[i]nterest
11 is not identified as a recoverable cost in the Rule.” Gulf Power should be
12 allowed to earn interest on the amount of total unrecovered incremental storm
13 costs until they are fully recovered from customers consistent with prior
14 Commission precedent for recovery of Hurricanes Matthew and Michael storm
15 costs.²

16

17

18

19

20

² See Order No. PSC-2020-0349-S-EI, Docket No. 20190038-EI (approving the Stipulation and Settlement Agreement in Gulf Power’s Petition for Limited Proceeding for Recovery of Incremental Storm Restoration Costs Related to Hurricane Michael) and Order No. PSC-2018-0359-FOF-EI, Docket No. 20160251-EI (approving the Stipulation and Settlement Agreement in FPL’s Petition for Limited Proceeding for Recovery of Incremental Storm Restoration Costs Related to Hurricane Matthew).

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V. RESERVE AMORTIZATION MECHANISM

Q. On pages 39, Lines 8 through 11 of his testimony, Mr. Kollen takes issue with FPL’s use of the reserve amortization mechanism for storm restoration costs and states that it results in additional ratemaking recovery. Do you have a response?

A. Yes. FPL’s use of the reserve amortization is not a proper issue in this proceeding, as this proceeding was initiated to evaluate the Companies’ storm restoration costs related to the storm events.

In Docket No. 20180046-EI, Order No. PSC-2019-0225-FOF-EI, issued on June 10, 2019, the Commission found that FPL’s use of the reserve amortization mechanism to pay for Hurricane Irma costs was appropriate, which is exactly how Hurricane Isaias and Tropical Storm Eta costs are being treated. Mr. Kollen’s claim that FPL’s use of the reserve amortization results in additional recovery of storm costs ignores the fact that non-incremental costs are charged to base O&M regardless of FPL’s use of the storm reserve. Mr. Kollen’s attempt to introduce what he calls the “ratemaking implications of FPL’s request” are misplaced, inappropriate in the context of this case, and should be rejected by the Commission.

1 **Q. Does FPL have the discretion to charge storm restoration costs to base**
2 **O&M expense rather than to the storm reserve?**

3 A. Yes. Part (1)(h) of the Rule states that “*a utility may, at its own option, charge*
4 *storm related costs as operating expenses rather than charging them to Account*
5 *No. 228.1.*” This is precisely what FPL opted to do rather than implementing
6 an optional interim incremental storm surcharge permitted by Section 6 of
7 FPL’s 2016 Settlement.

8
9 Further, Section 6 of the 2016 Settlement Agreement gives FPL the option, but
10 does not require, the Company to seek incremental storm cost recovery. FPL
11 decided to forgo that option for incremental recovery through a storm surcharge
12 with respect to Hurricane Isaias and Tropical Storm Eta storm restoration costs
13 because another option was available through the framework of the 2016
14 Settlement Agreement and is authorized by the Rule. Using that alternative
15 option, FPL recorded Hurricane Isaias and Tropical Storm Eta non-capitalized
16 storm-related costs as a base O&M expense in accordance with Part (1)(h) of
17 the Rule.

18 **Q. Had FPL utilized the storm surcharge for recovery of Hurricane Isaias and**
19 **Tropical Storm Eta storm costs, would its treatment of non-incremental**
20 **costs have been any different?**

21 A. No. The non-incremental costs were prudently incurred and would have been
22 charged to base O&M regardless of whether a storm surcharge had been sought.
23 FPL’s incurred *incremental* costs would have been charged to the storm reserve

1 and the reasonable and prudently incurred *non-incremental* costs would have
2 been charged to base O&M expense or capital.

3

4 **VI. FINAL STORM RESTORATION COSTS**

5

6 **Q. Have the Companies identified any adjustments to the Storm and**
7 **Restoration costs filed on November 12, 2021?**

8 A. Yes. Since the filing of renumbered Exhibits DH-1 through DH-4 on November
9 12, 2021, the Companies' total retail recoverable incremental storm costs for
10 each of the storm events decreased as shown below:

Storm Event	Direct Testimony Estimated Costs (\$000)	Rebuttal Testimony Final Costs (\$000)	Final True-Up Amount (\$000)	% of Storm Costs
Sally	\$186,840	\$186,619	(\$221)	(0.12%)
Zeta	\$10,079	\$10,075	(\$4)	(0.04%)
Isaias	\$66,346	\$66,341	(\$5)	(0.01%)
Eta	\$112,729	\$112,654	(\$75)	(0.07%)

11

12 **Q. Did the Companies incorporate all known adjustments to its final true-up**
13 **of costs for the storm events?**

14 A. Yes. The Companies incorporated all adjustments to the final storm costs for
15 the storm events and reflected them in my Exhibits DH-5 through DH-8. This
16 includes adjustments identified by the Companies in its responses to discovery
17 requests, which are also attached to OPC witness Futral's testimony as Exhibit

1 RAF-7 and incorporated into the adjustments to incremental storm costs
2 reflected in OPC witness Kollen's testimony. Note, the Per Book adjustments
3 identified by the Companies in the referenced discovery responses agree to the
4 amounts reflected in OPC witness Kollen's testimony, however, the
5 jurisdictional factors applied to the Per Book amounts in his testimony are not
6 accurate as they appear to be average jurisdictional factors and not at the
7 functional level. Exhibits DH-5 through DH-8 include the proper
8 functionalization and application of separation factors for each of the identified
9 adjustments.

10 **Q. Does this conclude your rebuttal testimony?**

11 A. Yes.

Gulf Power Company
Hurricane Sally Incremental Cost and Capitalization Approach Adjustments
through April 30, 2022
(\$000s)

LINE NO.	Storm Costs By Function (A)					Total (6)
	Steam & Other (1)	Transmission (2)	Distribution (3)	General (B) (4)	Customer Service (5)	
1	<u>Storm Restoration Costs</u>					
2						
3	\$430	\$181	\$1,315	\$81	\$94	\$2,100
4	480	197	2,348	134	79	3,237
5	33,047	716	90,496	1,258	91	125,609
6	0	0	27,346	0	0	27,346
7	139	31	2,962	40	0	3,171
8	4,951	77	5,245	19	0	10,292
9	2,534	76	39,010	610	0	42,230
10	3,549	273	8,461	950	83	13,316
11						
12						
13						
14	\$0	\$0	\$0	\$0	\$0	\$0
15	11,587	0	3,840	942	0	16,369
16	556	0	2,420	0	0	2,976
17	0	0	1,846	0	0	1,847
18	0	0	0	0	0	0
19						
20						
21						
22	\$15,730	\$151	\$0	\$194	\$0	\$16,076
23						
24	0	0	0	0	0	0
25						
26	\$17,258	\$1,399	\$169,076	\$1,955	\$347	\$190,036
27						
28						
29						
30	\$308	\$75	\$597	\$70	\$82	\$1,132
31	0	0	692	0	0	692
32	39	0	61	0	0	100
33	0	0	66	0	0	66
34						
35						
36	0	0	0	0	0	0
37	0	0	0	278	0	278
38						
39						
40						
41	\$121	\$106	\$718	\$11	\$12	\$968
42	480	197	2,348	134	79	3,237
43	5,731	564	86,656	316	91	93,359
44	0	0	26,654	0	0	26,654
45	101	31	2,835	40	0	3,006
46	4,395	77	2,825	19	0	7,317
47	2,534	76	39,010	610	0	42,230
48	3,549	273	6,614	478	83	10,997
49	\$16,911	\$1,325	\$167,661	\$1,607	\$265	\$187,769
50						
51	0.9720	0.9741	0.9963	0.9841	1.0000	
52						
53	\$16,438	\$1,290	\$167,044	\$1,582	\$265	\$186,619
54						
55						

Notes:

(A) Storm costs are as of April 30, 2022. Totals may not add due to rounding.

(B) General plant function reflects restoration costs associated with Gulf's External Affairs, Marketing and Communications, Information Technology, and Corporate Real Estate.

(C) Represents total payroll charged to the business unit (function) being supported. For example, an employee that works in Legal but is supporting Distribution during storm restoration would charge their time to Distribution

(D) Includes adjustments identified by Gulf Power in its responses to OPC's First Set of Interrogatories, Nos. 9 and 15, and OPC's Fourth Set of Interrogatories, No. 48.

(E) Includes other miscellaneous costs, including payroll and related overheads from affiliate personnel directly supporting storm restoration.

(F) Insurance receivables from Palms for damage claims Gulf Clean Energy Center (formerly Plant Crisis)

(G) 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

business unit that the employee supported during the storm. Therefore, in the example in Note (C) above, if the Legal employee had payroll which cannot be charged to the Storm Reserve, that amount would be charged to Legal (General) whereas the recoverable portion of their time would remain in Distribution

(H) Jurisdictional Factors are based on factors approved in Docket No. 160186-EL.

Gulf Power Company
Hurricane Sally Incremental Cost and Capitalization Approach Adjustments
Final True-Up Adjustments (A)
(\$000s)

LINE NO.	Total Costs from Renumbered Exhibit DH-1(C) (1)	Adjustments to Storm Costs By Function (B)					Total Costs from Page 1 (7)	
		Steam & Other (2)	Transmission (3)	Distribution (4)	General (B) (5)	Customer Service (6)		
1	<u>Storm Restoration Costs</u>							
2	Regular Payroll and Related Costs	\$2,099	\$0	\$0	\$2	\$0	\$2,100	
3	Overtime Payroll and Related Costs	3,236	0	0	1	0	3,237	
4	Contractors	126,589	-8	89	-1,061	0	125,609	
5	Line Clearing	26,183	0	0	1,163	0	27,346	
6	Vehicle & Fuel	3,171	0	0	1	0	3,171	
7	Materials & Supplies	10,361	-59	0	-10	0	10,292	
8	Logistics	42,563	-20	-191	-122	0	42,230	
9	Other	13,327	-4	-7	0	0	13,316	
10	Total Storm Related Restoration Costs	Sum of Lines 2 - 9	\$227,529	-\$91	-\$110	-\$26	\$0	\$227,303
11								
12	<u>Less: Capitalizable Costs</u>							
13	Payroll and Related Costs	\$0	\$0	\$0	\$0	\$0	\$0	
14	Contractors	16,369	0	0	0	0	16,369	
15	Materials & Supplies	2,976	0	0	0	0	2,976	
16	Other	1,847	0	0	0	0	1,847	
17	Third-Party Reimbursements	0	0	0	0	0	0	
18	Total Capitalizable Costs	Sum of Lines 13 - 17	\$21,191	\$0	\$0	\$0	\$0	\$21,191
19								
20	Less: Third-Party Reimbursements	0	0	0	0	0	0	
21								
22	Less: Insurance Receivables	16,076	\$0	\$0	\$0	\$0	\$16,076	
23								
24	Less: Below-the-Line/Thank You Ads	0	0	0	0	0	0	
25								
26	Total Storm Restoration Costs Charged to Base O&M	Lines 10 - 18 - 20 - 22 - 24	\$190,263	-\$91	-\$110	-\$26	\$0	\$190,036
27								
28	<u>Less: ICCA Adjustments</u>							
29	Regular Payroll and Related Costs	\$1,132	\$0	\$0	\$0	\$0	\$1,132	
30	Line Clearing:							
31	Vegetation Management	692	0	0	0	0	692	
32	Vehicle & Fuel:							
33	Vehicle Utilization	100	0	0	0	0	100	
34	Fuel	66	0	0	0	0	66	
35	Other							
36	Legal Claims	0	0	0	0	0	0	
37	Employee Assistance and Childcare	278	0	0	0	0	278	
38	Total ICCA Adjustments	Sum of Lines 29 - 37	\$2,268	\$0	\$0	\$0	\$0	\$2,268
39								
40	<u>Incremental Storm Losses</u>							
41	Regular Payroll and Related Costs	Lines 2 - 13 - 29	\$966	\$0	\$0	\$2	\$0	\$968
42	Overtime Payroll and Related Costs	Line 3	3,236	0	0	1	0	3,237
43	Contractors	Lines 4 - 14 - 22	94,339	-8	89	-1,061	0	93,359
44	Line Clearing	Lines 5 - 31	25,491	0	0	1,163	0	26,654
45	Vehicle & Fuel	Lines 6 - 33 - 34	3,005	0	0	1	0	3,006
46	Materials & Supplies	Lines 7 - 15	7,385	-59	0	-10	0	7,317
47	Logistics	Line 8	42,563	-20	-191	-122	0	42,230
48	Other	Line 9 - 16 - 22 - 36 - 37	11,008	-4	-7	0	0	10,997
49	Total Incremental Storm Losses	Sum of Lines 41 - 48	\$187,995	-\$91	-\$110	-\$26	\$0	\$187,769
50								
51	Jurisdictional Factor		0.9720	0.9741	0.9963	0.9841	1.0000	
52								
53	Retail Recoverable Incremental Costs	Line 49 * 51	\$186,840	-\$88	-\$107	-\$26	\$0	\$186,619
54								
55								

Notes:

- 57 (A) Totals may not agree due to rounding.
58 (B) Includes adjustments identified by Gulf Power in its responses to OPC's First Set of Interrogatories, Nos. 9 and 15, and OPC's Fourth Set of Interrogatories, No. 48.
59 (C) Represents amounts reflected on column 6 on renumbered Exhibit DH-1.

Gulf Power Company
Hurricane Zeta Incremental Cost and Capitalization Approach Adjustments
through April 30, 2022
(\$000s)

LINE NO.	Storm Costs By Function (A)					Total (6)		
	Steam & Other (1)	Transmission (2)	Distribution (3)	General (B) (4)	Customer Service (5)			
1	<u>Storm Restoration Costs</u>							
2		\$0	\$34,485	\$223,910	\$27,697	\$17,652	\$304	
3		4	17	299	15	5	339	
4		33	48	5,711	4	6	5,803	
5		0	0	1,864	0	0	1,864	
6		0	4	323	0	0	327	
7		0	0	178	0	0	179	
8		0	1	1,237	130	1	1,370	
9		3	13	1,106	75	2	1,198	
10	Total Storm Related Restoration Cost:	Sum of Lines 2 - 9	\$41	\$118	\$10,942	\$252	\$31	\$11,384
11	<u>Less: Capitalizable Costs</u>							
13	Payroll and Related Cost:	\$0	\$0	\$37	\$0	\$0	\$37	
14	Contractors	0	0	71	0	0	71	
15	Materials & Supplies	0	0	104	0	0	104	
16	Other	0	0	80	0	0	80	
17	Third-Party Reimbursements:	0	0	0	0	0	0	
18	Total Capitalizable Costs	Sum of Lines 13 - 17	\$0	\$0	\$292	\$0	\$0	\$292
19	<u>Less: Third-Party Reimbursements</u>							
20		\$0	\$0	\$0	\$0	\$0	\$0	
21	<u>Less: Insurance Receivables (F)</u>							
22		\$0	\$0	\$0	\$0	\$0	\$0	
23	<u>Less: Below-the-Line/Thank You Ads</u>							
24		\$0	\$0	\$0	\$0	\$0	\$0	
25	<u>Total Storm Restoration Costs Charged to Base O&M</u>							
26	Lines 10 - 18 - 20 - 22 - 24	\$41	\$118	\$10,651	\$252	\$31	\$11,092	
27	<u>Less: ICCA Adjustments</u>							
28	Regular Payroll and Related Costs (G)	\$0	\$10	\$89	\$21	\$15	\$135	
29	Line Clearing:							
30	Vegetation Management	0	0	652	0	0	652	
31	Vehicle & Fuel:							
32	Vehicle Utilization	0	4	54	0	0	58	
33	Fuel	0	0	77	0	0	77	
34	Other							
35	Legal Claims	0	0	0	0	0	0	
36	Employee Assistance	0	0	0	53	0	53	
37	Total ICCA Adjustments	Sum of Lines 29 - 37	\$0	\$14	\$872	\$74	\$15	\$974
38	<u>Incremental Storm Losses</u>							
39	Regular Payroll and Related Cost:	Lines 2 - 13 - 29	\$0	\$25	\$97	\$7	\$3	\$132
40	Overtime Payroll and Related Cost:	Line 3	4	17	299	15	5	339
41	Contractors	Lines 4 - 14 - 22	33	48	5,641	4	6	5,733
42	Line Clearing	Lines 5 - 31	0	0	1,212	0	0	1,212
43	Vehicle & Fuel	Lines 6 - 33 - 34	0	0	192	0	0	192
44	Materials & Supplies	Lines 7 - 15	0	0	75	0	0	75
45	Logistics	Line 8	0	1	1,237	130	1	1,370
46	Other	Line 9 - 16 - 36 - 37	3	13	1,026	22	2	1,066
47	Total Incremental Storm Losses:	Sum of Lines 41 - 48	\$41	\$104	\$9,779	\$178	\$17	\$10,117
48	Jurisdictional Factor (H)		0.9720	0.9741	0.9963	0.9841	1.0000	
49	Retail Recoverable Incremental Cost	Line 49 * 51	\$40	\$101	\$9,743	\$175	\$17	\$10,075

Notes:

(A) Storm costs are as of April 30, 2022. Totals may not add due to rounding.

(B) General plant function reflects restoration costs associated with Gulf's External Affairs, Marketing and Communications, Information Technology, and Corporate Real Estate.

(C) Represents total payroll charged to the business unit (function) being supported. For example, an employee that works in Legal but is supporting Distribution during storm restoration would charge their time to Distribution.

(D) Includes adjustments identified by Gulf Power in its responses to OPC's First Set of Interrogatories, No. 15, and OPC's Third Set of Interrogatories, No. 42.

(E) Includes other miscellaneous costs, including payroll and related overheads from affiliate personnel directly supporting storm restoration.

(F) Insurance receivables for damage claims

(G) 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 Legal employee had payroll which cannot be charged to the Storm Reserve, that amount would be charged to Legal (General) whereas the recoverable portion of their time would remain in Distribution.

(H) Jurisdictional Factors are based on factors approved in Docket No. 160186-El.

Gulf Power Company
Hurricane Zeta Incremental Cost and Capitalization Approach Adjustments
Final True-Up Adjustments (A)
(S000s)

LINE NO.	Total Costs from Renumbered Exhibit DH-2 (C) (1)	Adjustments to Storm Costs By Function (B)					Total Costs from Page 1 (7)
		Steam & Other (2)	Transmission (3)	Distribution (4)	General (B) (5)	Customer Service (6)	
1	<u>Storm Restoration Costs</u>						
2	Regular Payroll and Related Costs	\$304	0	0	0	0	\$304
3	Overtime Payroll and Related Costs	339	0	0	0	0	339
4	Contractors	5,783	0	21	0	0	5,803
5	Line Clearing	1,864	0	0	0	0	1,864
6	Vehicle & Fuel	331	0	0	-5	0	327
7	Materials & Supplies	179	0	0	0	0	179
8	Logistics	1,391	0	-21	0	0	1,370
9	Other	1,198	0	0	0	0	1,198
10	Total Storm Related Restoration Costs	\$11,388	\$0	\$0	-\$5	\$0	\$11,384
11							
12	<u>Less: Capitalizable Costs</u>						
13	Payroll and Related Costs	\$37	\$0	\$0	\$0	\$0	\$37
14	Contractors	71	0	0	0	0	71
15	Materials & Supplies	104	0	0	0	0	104
16	Other	80	0	0	0	0	80
17	Third-Party Reimbursement:	0	0	0	0	0	0
18	Total Capitalizable Costs	\$292	\$0	\$0	\$0	\$0	\$292
19							
20	Less: Third-Party Reimbursement:	0	0	0	0	0	\$0
21							
22	Less: Insurance Receivable:	0	0	0	0	0	\$0
23							
24	Less: Below-the-Line/Thank You Ad:	0	0	0	0	0	\$0
25							
26	Total Storm Restoration Costs Charged to Base O&M	\$11,096	\$0	\$0	-\$5	\$0	\$11,092
27							
28	<u>Less: ICCA Adjustments</u>						
29	Regular Payroll and Related Costs	\$135	\$0	\$0	\$0	\$0	\$135
30	Line Clearing:						
31	Vegetation Management	652	0	0	0	0	652
32	Vehicle & Fuel:						
33	Vehicle Utilization	58	0	0	0	0	58
34	Fuel	77	0	0	0	0	77
35	Other	0	0	0	0	0	0
36	Legal Claims	0	0	0	0	0	0
37	Employee Assistance	53	0	0	0	0	53
38	Total ICCA Adjustments	\$974	\$0	\$0	\$0	\$0	\$974
39							
40	<u>Incremental Storm Losses</u>						
41	Regular Payroll and Related Costs	\$132	\$0	\$0	\$0	\$0	\$132
42	Overtime Payroll and Related Costs	339	0	0	0	0	339
43	Contractors	5,712	0	21	0	0	5,733
44	Line Clearing	1,212	0	0	0	0	1,212
45	Vehicle & Fuel	197	0	0	-5	0	192
46	Materials & Supplies	75	0	0	0	0	75
47	Logistics	1,391	0	-21	0	0	1,370
48	Other	1,066	0	0	0	0	1,066
49	Total Incremental Storm Losses	\$10,122	\$0	\$0	-\$5	\$0	\$10,117
50							
51	Jurisdictional Factor		0.9720	0.9741	0.9963	0.9841	1.0000
52							
53	Retail Recoverable Incremental Cost	\$10,079	\$0	\$0	-\$5	\$0	\$10,075
54							

Notes:
 (A) Totals may not agree due to rounding
 (B) Includes adjustments identified by Gulf Power in its responses to OPC's First Set of Interrogatories, No. 15, and OPC's Third Set of Interrogatories, No. 42.
 (C) Represents amounts reflected on column 6 on renumbered Exhibit DH-2.

Florida Power & Light Company
Hurricane Isaias Incremental Cost and Capitalization Approach Adjustments
through April 30, 2022
(\$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							
3	\$10	\$29	\$35	\$507	\$79	\$11	\$671
4	78	169	123	3,768	414	143	4,694
5	10	7	0	36,054	145	54	36,270
6	0	0	0	13,027	0	0	13,027
7	1	0	7	2,708	36	0	2,752
8	0	17	0	21	0	3	42
9	0	277	2	9,041	10	2	9,332
10	8	42	56	1,249	318	4	1,677
11	Total Storm Related Restoration Costs Sum of Lines 2 - 9						\$68,464
12	<u>Less: Capitalizable Costs</u>						
13	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	0	0	0	0	0	0	0
15	0	0	0	0	0	3	3
16	0	0	0	0	0	0	0
17	Total Capitalizable Costs Sum of Lines 13 - 16						\$3
18							
19	Total Storm Restoration Costs Charged to Base O&M Lines 10 - 17						\$68,461
20	<u>Less: ICCA Adjustments</u>						
21							
22	\$7	\$27	\$12	\$241	\$51	\$78	\$416
23	Line Clearing:						
24	0	0	0	1,148	0	0	1,148
25	Vehicle & Fuel:						
26	0	0	0	337	0	0	337
27	0	0	0	107	0	0	107
28	Other						
29	0	0	0	0	0	0	0
30	0	0	0	0	14	0	14
31	Total ICCA Adjustments Sum of Lines 22 - 30						\$2,022
32	<u>Incremental Storm Losses</u>						
33							
34	\$2	\$2	\$24	\$266	\$28	\$1	\$323
35	78	169	123	3,768	414	76	4,626
36	10	7	0	36,054	145	54	36,270
37	0	0	0	11,879	0	0	11,879
38	1	0	7	2,263	36	0	2,307
39	0	17	0	21	0	0	39
40	0	277	2	9,041	10	2	9,332
41	8	42	56	1,249	304	4	1,663
42	Total Incremental Storm Losses Sum of Lines 34 - 41						\$66,439
43	<u>Jurisdictional Factor (G)</u>						
44	0.9513	0.9335	0.9028	0.9999	0.9682	1.0000	
45	Retail Recoverable Incremental Cost Line 42 * 44						\$66,341
46	\$94	\$479	\$192	\$64,534	\$907	\$136	\$66,341

- Notes:
- (A) Storm costs are as of April 30, 2022. Totals may not add due to rounding.
- (B) General plant function reflects restoration costs associated with FPL's Human Resources, External Affairs, Information Technology, Real Estate, and Marketing and Communications departments.
- (C) Represents total payroll charged to the business unit (function) being supported. For example, an employee that works in Legal but is supporting Distribution during storm restoration would charge their time to Distribution.
- (D) Includes adjustments identified by FPL in its responses to OPC's First Set of Interrogatories, No. 13 and OPC's Fourth Set of Interrogatories, No. 49.
- (E) Includes other miscellaneous costs, including payroll and related overheads from affiliate personnel directly supporting storm restoration.
- (F) 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 Legal employee had payroll which cannot be charged to the Storm Reserve, that amount would be charged to Legal (General) whereas the recoverable portion of their time would remain in Distribution.
- (G) Jurisdictional Factors are based on factors approved in Docket No. 160021-EI.

Florida Power & Light Company
Hurricane Isaias Incremental Cost and Capitalization Approach Adjustments
Final True-Up Adjustments (A)
(\$000s)

LINE NO.	Total Costs from Renumbered Exhibit DH-3(C) (1)	Adjustments to Storm Costs By Function(B)						Total Costs from Page 1 (8)
		Steam & Other (2)	Nuclear (3)	Transmission (4)	Distribution (5)	General (B) (6)	Customer Service (7)	
1	Storm Restoration Costs							
2	Regular Payroll and Related Costs	\$671	\$0	\$0	\$0	\$0	\$0	\$671
3	Overtime Payroll and Related Costs	4,694	0	0	0	0	0	4,694
4	Contractors	36,434	0	0	0	-163	0	36,270
5	Line Clearing	12,787	0	0	0	240	0	13,027
6	Vehicle & Fuel	2,752	0	0	0	0	0	2,752
7	Materials & Supplies	42	0	0	0	0	0	42
8	Logistics	9,413	0	0	0	-81	0	9,332
9	Other	1,677	0	0	0	0	0	1,677
10	Total Storm Related Restoration Costs	\$68,469	\$0	\$0	\$0	-\$5	\$0	\$68,464
11								
12	Less: Capitalizable Costs							
13	Payroll and Related Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	Contractors	0	0	0	0	0	0	0
15	Materials & Supplies	3	0	0	0	0	0	3
16	Other	0	0	0	0	0	0	0
17	Total Capitalizable Costs	\$3	\$0	\$0	\$0	\$0	\$0	\$3
18								
19	Total Storm Restoration Costs Charged to Base O&M	\$68,466	\$0	\$0	\$0	-\$5	\$0	\$68,461
20								
21	Less: ICCA Adjustments							
22	Regular Payroll and Related Costs	\$416	\$0	\$0	\$0	\$0	\$0	\$416
23	Line Clearing:							
24	Vegetation Management	1,148	0	0	0	0	0	1,148
25	Vehicle & Fuel:							
26	Vehicle Utilization	337	0	0	0	0	0	337
27	Fuel	107	0	0	0	0	0	107
28	Other							
29	Legal Claims	0	0	0	0	0	0	0
30	Employee Assistance and Childcare	14	0	0	0	0	0	14
31	Total ICCA Adjustments	\$2,022	\$0	\$0	\$0	\$0	\$0	\$2,022
32								
33	Incremental Storm Losses							
34	Regular Payroll and Related Costs	\$323	\$0	\$0	\$0	\$0	\$68	\$391
35	Overtime Payroll and Related Costs	4,626	0	0	0	0	-68	4,558
36	Contractors	36,434	0	0	0	-163	0	36,270
37	Line Clearing	11,639	0	0	0	240	0	11,879
38	Vehicle & Fuel	2,307	0	0	0	0	0	2,307
39	Materials & Supplies	39	0	0	0	0	0	39
40	Logistics	9,413	0	0	0	-81	0	9,332
41	Other	1,663	0	0	0	0	0	1,663
42	Total Incremental Storm Losses:	\$66,444	\$0	\$0	\$0	-\$5	\$0	\$66,439
43								
44	Jurisdictional Factor		0.9513	0.9335	0.9028	0.9999	0.9682	1.0000
45								
46	Retail Recoverable Incremental Costs	\$66,346	\$0	\$0	\$0	-\$5	\$0	\$66,341
47								

Notes:

- (A) Totals may not agree due to rounding
 (B) Includes adjustments identified by FPL in its responses to OPC's First Set of Interrogatories, No. 13 and OPC's Fourth Set of Interrogatories, No. 49.
 (C) Represents amounts reflected on column 7 on renumbered Exhibit DH-4.

Florida Power & Light Company
Tropical Storm Eta Incremental Cost and Capitalization Approach Adjustments
through April 30, 2022
(\$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		\$8	\$101	\$568	\$1,496	\$118	\$36	\$2,327
3		37	293	3,362	4,555	373	129	8,750
4		9	231	33	76,476	618	55	77,423
5		0	0	0	11,204	0	0	11,204
6		0	0	843	3,886	18	0	4,747
7		33	11	7	426	0	54	532
8		0	213	7	8,830	26	0	9,076
9		1	4	13	1,571	169	6	1,764
10	Total Storm Related Restoration Costs	\$88	\$853	\$4,832	\$108,444	\$1,324	\$281	\$115,822
11								
12	<u>Less: Capitalizable Costs</u>							
13		\$0	\$0	\$0	\$3	\$0	\$0	\$3
14		0	0	0	28	0	0	28
15		0	0	0	292	0	54	347
16		0	0	0	61	0	0	61
17	Total Capitalizable Costs	\$0	\$0	\$0	\$384	\$0	\$54	\$439
18								
19	Total Storm Restoration Costs Charged to Base O&M	\$88	\$853	\$4,832	\$108,059	\$1,324	\$227	\$115,383
20								
21	<u>Less: ICCA Adjustments</u>							
22		\$6	\$90	\$93	\$552	\$75	\$30	\$846
23	Line Clearing:							
24	Vegetation Management	0	0	0	0	0	0	0
25	Vehicle & Fuel:							
26	Vehicle Utilization	0	0	0	1,082	0	0	1,082
27	Fuel	0	0	0	196	0	0	196
28	Other							
29	Legal Claims	0	0	0	0	0	0	0
30	Employee Assistance and Childcare	0	0	0	0	37	0	37
31	Total ICCA Adjustments	\$6	\$90	\$93	\$1,830	\$112	\$30	\$2,161
32								
33	<u>Incremental Storm Losses</u>							
34	Regular Payroll and Related Costs	\$2	\$11	\$474	\$941	\$43	\$6	\$1,478
35	Overtime Payroll and Related Costs	37	293	3,362	4,555	373	129	8,750
36	Contractors	9	231	33	76,448	618	55	77,395
37	Line Clearing	0	0	0	11,204	0	0	11,204
38	Vehicle & Fuel	0	0	843	2,607	18	0	3,468
39	Materials & Supplies	33	11	7	133	0	0	185
40	Logistics	0	213	7	8,830	26	0	9,076
41	Other	1	4	13	1,510	132	6	1,666
42	Total Incremental Storm Losses	\$83	\$763	\$4,739	\$106,229	\$1,211	\$197	\$113,222
43								
44	Jurisdictional Factor (G)	0.9513	0.9335	0.9028	0.9999	0.9682	1.0000	
45								
46	Retail Recoverable Incremental Cost	\$ 79	\$ 713	\$ 4,278	\$ 106,215	\$ 1,173	\$ 197	\$ 112,654
47								
48								
49	<u>Notes:</u>							
50	(A) Storm costs are as of April 30, 2022. Totals may not add due to rounding.							
51	(B) General plant function reflects restoration costs associated with FPL's Human Resources, External Affairs, Information Technology, Real Estate, and Marketing and Communications departments.							
52	(C) Represents total payroll charged to the business unit (function) being supported. For example, an employee that works in Legal but is supporting Distribution during storm restoration would charge their time to Distribution.							
53	(D) Includes adjustments identified by FPL in its responses to OPC's First Set of Interrogatories, No. 14, and OPC's Fourth Set of Interrogatories, Nos. 51 and 52.							
54	(E) Includes other miscellaneous costs, including payroll and related overheads from affiliate personnel directly supporting storm restoration.							
55	(F) 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 Legal employee had payroll which cannot be charged to the Storm Reserve, that amount would be charged to Legal (General) whereas the recoverable portion of their time would remain in Distribution.							
56	(G) Jurisdictional Factors are based on factors approved in Docket No. 160021-EL.							

