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March 15, 2019

VIA HAND DELIVERY

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. 20180049-EI

REDACTED

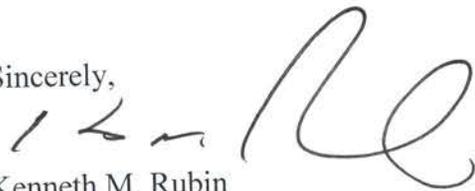
Dear Mr. Teitzman:

I enclose for filing in the above docket Florida Power & Light Company's ("FPL") Request for Confidential Classification. The request includes Exhibits A, B (two copies), C and D.

Exhibit A consists of a listing of the confidential documents, and all the information that FPL asserts is entitled to confidential treatment has been highlighted. Exhibit B is a listing of all the confidential information contained in Exhibit A. Exhibit C is a justification table in support of FPL's Request for Confidential Classification. Exhibit D contains the declaration in support of FPL's Request for Confidential Classification.

Please contact me if you or your Staff has any questions regarding this filing.

Sincerely,


Kenneth M. Rubin

COM	_____
AFD	<u>1</u>
APA	_____
ECO	_____
ENG	_____
GCL	_____
IDM	_____
CLK	_____

Enclosure

cc: Counsel for Parties of Record (w/ copy of FPL's Request for Confidential Classification)

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COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Evaluation of storm restoration costs
for Florida Power & Light Company related
to Hurricane Irma.

Docket No: 20180049-EI

Date: March 15, 2019

**FLORIDA POWER & LIGHT COMPANY'S
REQUEST FOR CONFIDENTIAL CLASSIFICATION**

Pursuant to Section 366.093, Florida Statutes ("Fla. Stat."), and Rule 25-22.006, Florida Administrative Code ("F.A.C."), Florida Power & Light Company ("FPL") requests confidential classification of information included in the rebuttal testimony of FPL witnesses Manuel Miranda and Ronald Reagan, and exhibits attached to and made part of the rebuttal testimony of FPL witness Kristin Manz. In support of this request, FPL states as follows:

1. The rebuttal testimony of FPL witnesses Manuel B. Miranda and Ronald R. Reagan, and the exhibits attached to and made part of the rebuttal testimony of FPL witness Kristin Manz, contain confidential information which is proprietary confidential business information that contains or constitutes contractual data, the disclosure of which would impair the efforts of FPL or its affiliates to contract for goods or services on favorable terms, and information related to competitive interests, the disclosure of which would impair the competitive business of FPL, its affiliates and its contractors, vendors and suppliers. Specifically, the documents that are the subject of this Request for Confidential Classification ("RFCC") contain the names, rates and ranges of rates of services provided by FPL's vendors, information related to invoices of FPL's third-party contractors, payments to those contractors, vendors and suppliers, all of which was agreed upon exclusively with these contractors, vendors, and suppliers. The specific bases for this request are more fully described below and in the attachments to this RFCC.

2. The categories of information and documents for which FPL seeks confidential

treatment have been the subject of three prior requests for confidential treatment in this docket, either in the form of a Request for Confidential Classification (“RFCC”) or Motions for Temporary Protective Orders (“MTPO”), as follows:

a. On January 2, 2019, FPL filed a MTPO seeking confidential treatment of certain FPL responses to OPC discovery, including but not limited to FPL’s response to OPC’s Seventh Request for Production of Documents No. 35. On January 14, 2019, the Commission granted FPL’s January 2, 2019 Motion in Order No. PSC-2019-0031-CFO-EI. For purposes of this current RFCC, FPL notes that pages 4 of 5 of Exhibit KM-3 to the rebuttal testimony of FPL witness Manz is OPC’s Seventh Request for Production of Documents No. 35 and FPL’s response and confidential attachment to said response. In short, the Commission has already determined that said attachment is entitled to confidential treatment.

b. On January 31, 2019, FPL filed a RFCC related to the testimony and exhibits of OPC witness Helmuth W. Schultz III filed in this docket. FPL’s January 31, 2019 RFCC sought confidential treatment of some of the precise information sought to be protected by this current RFCC, along with additional information related to the same subject matter, to wit: vendor rates and ranges of vendor rates, vendor contracts, and other information related to FPL’s contractual relationships with vendors that provided restoration services and assistance following Hurricane Irma. On March 6, 2019, the Commission granted FPL’s January 31, 2019 RFCC in Order No. PSC-2019-0089-CFO-EI. In short, the Commission has already determined that the contractor rates and ranges of rates included in OPC witness Schultz’ direct testimony is entitled to confidential treatment. The portions of the rebuttal testimony of FPL witnesses Miranda and Reagan for which confidential treatment is sought in this current RFCC include FPL’s response to witness Schultz by referring to the precise rates and ranges of rates previously determined by the Commission to be entitled to confidential treatment, along with other rates and ranges of

rates for vendor services which FPL claims to be confidential.

c. On February 7, 2019, FPL filed a MTPO seeking confidential treatment of certain FPL responses to OPC discovery, including but not limited to FPL's responses to OPC's Eighth Set of Interrogatories Nos. 154 and 156. On March 6, 2019, the Commission granted FPL's MTPO in Order No. PSC-2019-0090-CFO-EI. For purposes of this current RFCC, FPL notes that Exhibit KM-1 to the rebuttal testimony of FPL witness Manz includes OPC's Eighth Set of Interrogatories No. 156 and FPL's response, including the confidential attachment to said response included as pages 3 and 4 of Exhibit KM-1. Additionally, FPL notes that Exhibit KM-2 to the rebuttal testimony of FPL witness Manz includes OPC's Eighth Set of Interrogatories No. 154 and FPL's response, including the confidential attachment to said response included as pages 2 and 3 of Exhibit KM-2. In short, the Commission has already determined that the attachment to FPL's response to OPC's Eighth Interrogatories No. 156, and FPL's response to OPC's Eighth Interrogatories No. 154, are entitled to confidential treatment.

3. The following exhibits are included with and made a part of this request:

a. Exhibit A consists of a copy of the confidential material on which all of the information that FPL asserts is entitled to confidential treatment has been highlighted.

b. Exhibit B consists of a copy of the confidential material on which all information that FPL asserts is entitled to confidential treatment has been redacted.

c. Exhibit C is a table containing an identification of the information highlighted in Exhibit A and a brief description of the confidential information. Exhibit C also references the specific statutory bases for the claim of confidentiality and identifies the declarant who support the requested classification.

d. Exhibit D contains the declaration of Ray Lozano in support of this RFCC.

4. FPL submits that the specifically identified information contained within the

rebuttal testimony of FPL witnesses Manuel Miranda and Ronald Reagan, and exhibits attached to and made part of the rebuttal testimony of FPL witness Kristin Manz, highlighted in Exhibit A, is proprietary confidential business information within the meaning of Section 366.093(3), Fla. Stat. This information is intended to be and is treated by FPL as private, and its confidentiality has been maintained. Pursuant to Section 366.093, such information is entitled to confidential treatment and is exempt from the disclosure provisions of the public records law. Thus, once the Commission determines that the information in question is proprietary confidential business information, the Commission is not required to engage in any further analysis or review such as weighing the harm of disclosure against the public interest in access to the information.

5. As described more fully in the declaration included as Exhibit D, the specifically identified information contained within the rebuttal testimony of FPL witnesses Manuel Miranda and Ronald Reagan, and exhibits attached to and made part of the rebuttal testimony of FPL witness Kristin Manz, contain information concerning contractor rates and ranges of rates, or other contractual data, the disclosure of which would impair the efforts of FPL or its affiliates to contract for goods and services on favorable terms. This information is protected by Section 366.093(3)(d), Fla. Stat.

6. Also, the specifically identified information contained within the rebuttal testimony of FPL witnesses Manuel Miranda and Ronald Reagan, and exhibits attached to and made part of the rebuttal testimony of FPL witness Kristin Manz, contain information concerns FPL's competitive interests, the disclosure of which would impair the competitive business of FPL and its vendors. This information is protected by Section 366.093(3)(e), Fla. Stat.

7. Upon a finding by the Commission that the Confidential Information is proprietary confidential business information, the information should not be declassified for a

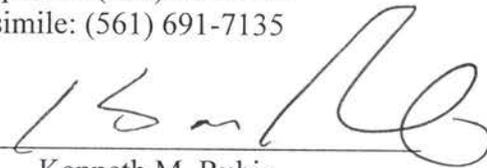
period of at least eighteen (18) months and should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business. See § 399.093(4), Fla. Stat.

WHEREFORE, for the above and foregoing reasons, and as more fully set forth in the supporting materials, Florida Power & Light Company respectfully requests that its Request for Confidential Classification be granted.

Respectfully submitted this 15th day of March 2019.

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By: _____



Kenneth M. Rubin
Florida Bar No. 0349038

CERTIFICATE OF SERVICE

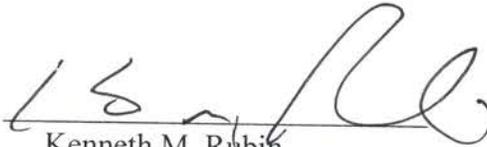
I HEREBY CERTIFY that a true and correct copy of the foregoing* has been furnished by electronic service on this 15th day of March 2019 to the following:

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Florida Industrial Power Users Group

By: 
Kenneth M. Rubin

* The exhibits to this Request are not included with the service copies, but copies of Exhibits B, C and D are available upon request.

EXHIBIT A

CONFIDENTIAL

FILED UNDER SEPARATE COVER

EXHIBIT B

REDACTED COPIES

1 assists FPL in deciding when and what resources to bring onto its system. Contrary
2 to Mr. Schultz's fundamental misunderstanding, pre-storm contractor negotiations
3 do not guarantee that those contractor resources are going to be available when
4 called upon (e.g., a contractor may be supporting another currently active
5 restoration event). Mr. Schultz's lack of real world, practical experience is further
6 illustrated by his misunderstanding of why and when FPL acquired and pre-staged
7 resources in order to successfully implement its successful restoration process. I
8 address Mr. Schultz's alleged "excessive" rates and standby time criticisms and his
9 associated recommended adjustments in more detail below.

10
11 **III. ALLEGED "EXCESSIVE" CONTRACTOR RATES**

12 **Q. Mr. Schultz recommends labor costs associated with 15 contractors be**
13 **reduced by approximately \$60.1 million because they charged hourly labor**
14 **rates (for regular, overtime, standby and/or mobilization/demobilization time)**
15 **that exceeded \$ [REDACTED] per hour. Do you have any general observations regarding**
16 **Mr. Schultz's recommended adjustment?**

17 **A.** Yes. In addition to the rebuttal testimony provided by FPL witness Reagan, which
18 addresses the contractor hourly rates concerns raised by Mr. Schultz, I believe Mr.
19 Schultz's arbitrary and unsupported hourly labor rate cap for line restoration
20 contractors is completely unrealistic. Worse, the use of his arbitrary cap on hourly
21 rates would be detrimental to FPL's customers and conflict with FPL's ability to
22 "attempt to restore service within the shortest time practicable consistent with
23 safety" (Rule 25-6.044(3), F.A.C.).

1 restoration resources in advance of Hurricane Irma impacting its service territory is
2 impractical, nonsensical, and unwarranted.

3 **Q. Were any of the 15 higher rate line restoration contractors' resources pre-**
4 **staged in order to restore service immediately after the winds from Hurricane**
5 **Irma subsided?**

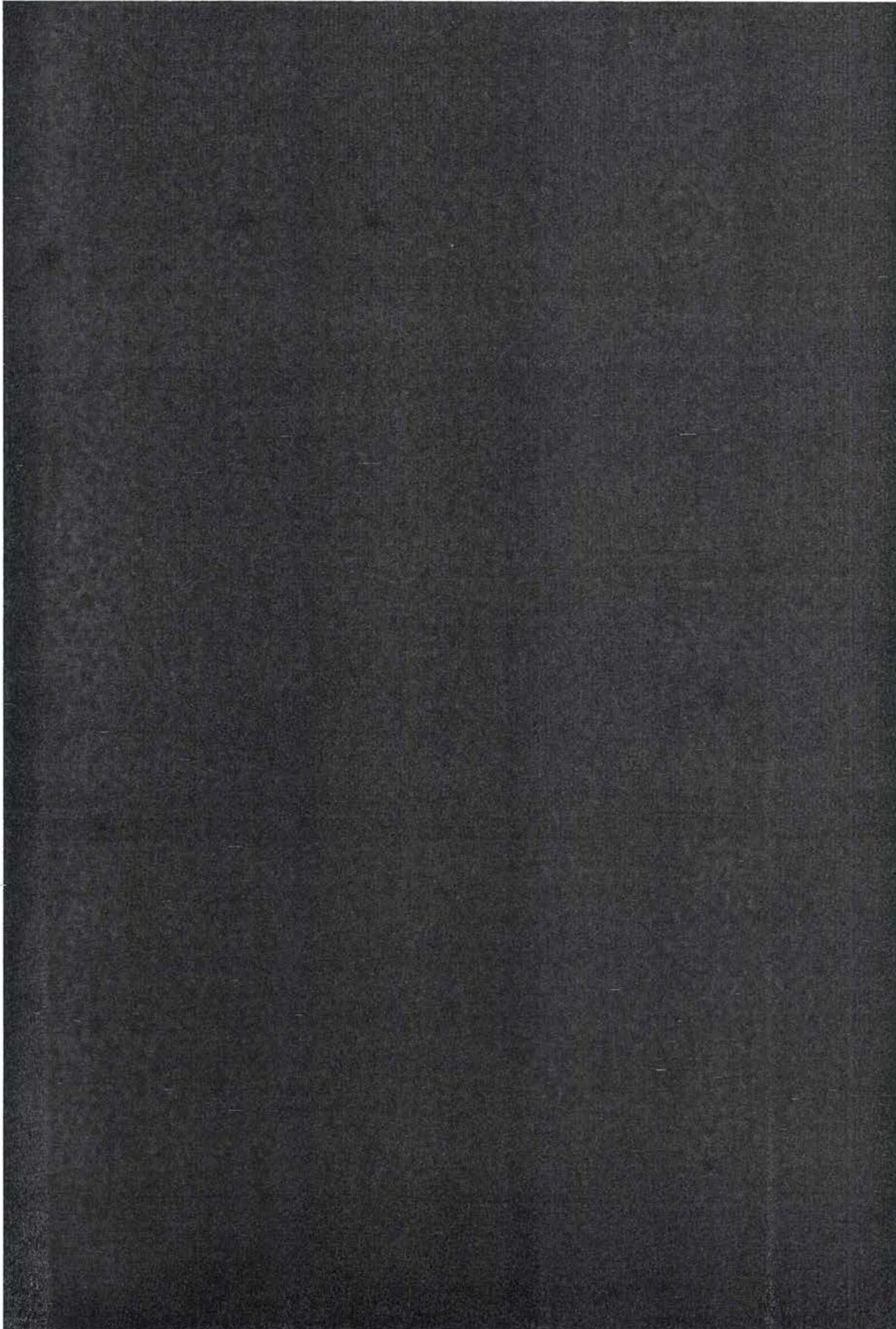
6 A. Yes. 14 out of the 15 contractors identified in Mr. Schultz's Exhibit No. HWS-2
7 (page 4 of 6) as higher rate contractors had restoration line restoration resources
8 pre-staged for Hurricane Irma. In fact, in total, these contractors provided
9 approximately 1,400 line restoration personnel that were pre-staged for Hurricane
10 Irma.

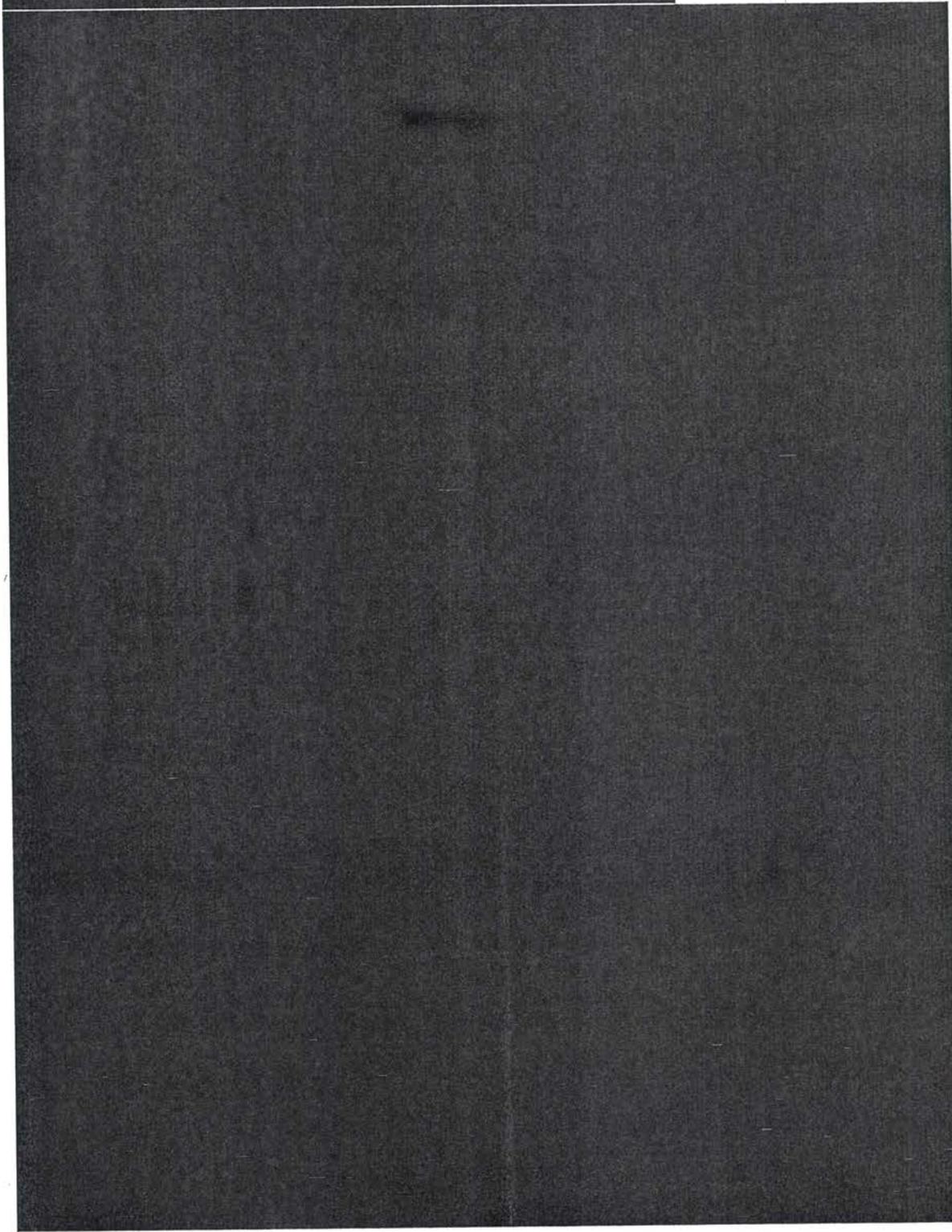
11 **Q. How many line restoration resources, in total, did the 15 contractors provide**
12 **for the entire Hurricane Irma restoration effort?**

13 A. These 15 contractors provided over 1,700 line restoration resources, in total, to
14 support the FPL Hurricane Irma restoration effort.

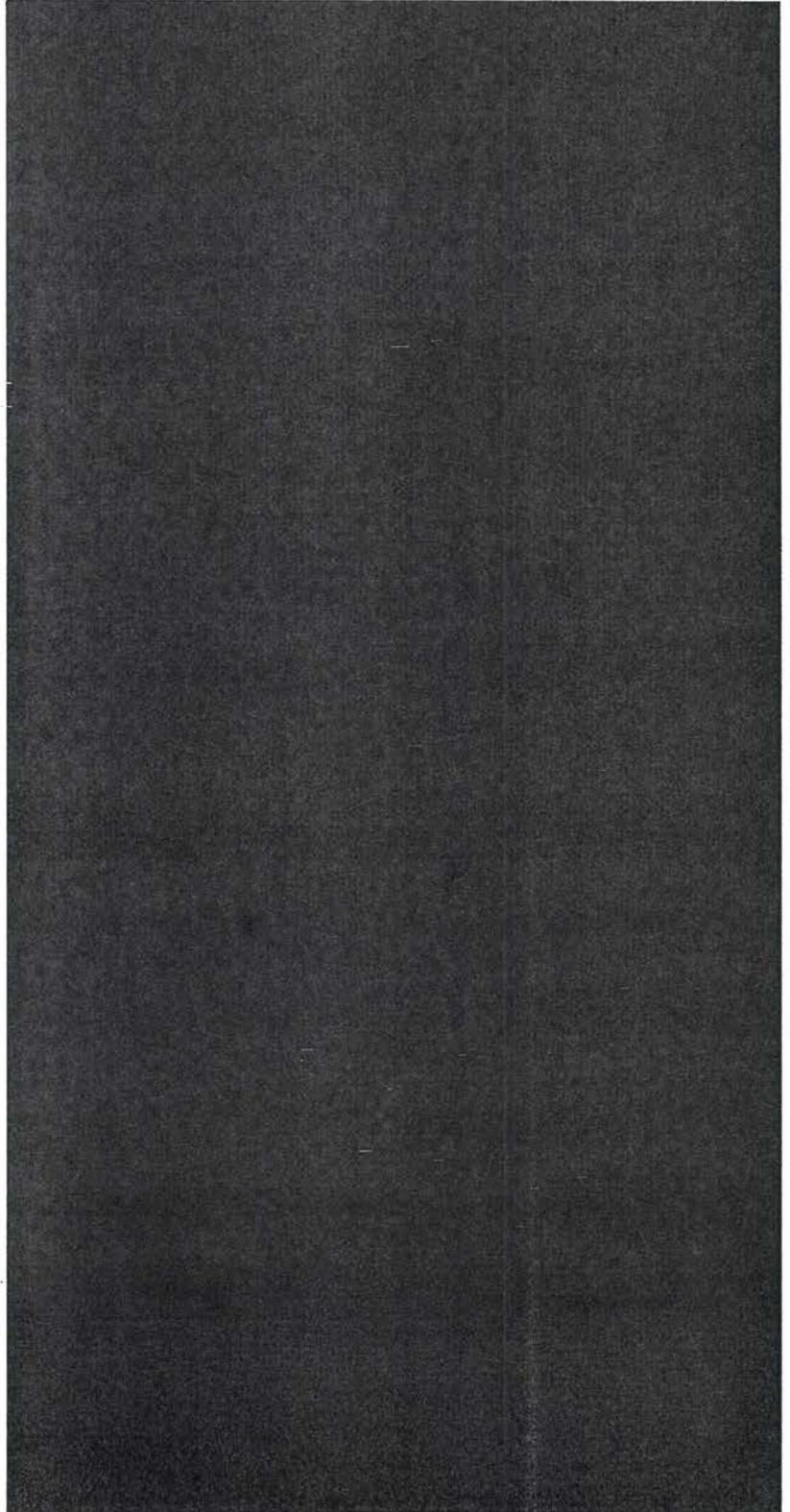
15 **Q. If FPL had not been able to acquire these additional external resources**
16 **because of Mr. Schultz's proposed \$ [REDACTED] per hour contractor labor rate cap,**
17 **would it have impacted FPL's Hurricane Irma restoration efforts?**

18 A. Absolutely. The 1,400 pre-staged line restoration resources acquired from these 15
19 contractors represented approximately 20% of all pre-staged line restoration
20 resources, while the 1,700 total line restoration resources acquired from these 15
21 contractors represented 13% of the total line restoration resources that supported
22 FPL's Hurricane Irma restoration efforts. To provide perspective, if those 1,700
23 resources had all been located together at their own staging site, it would have been

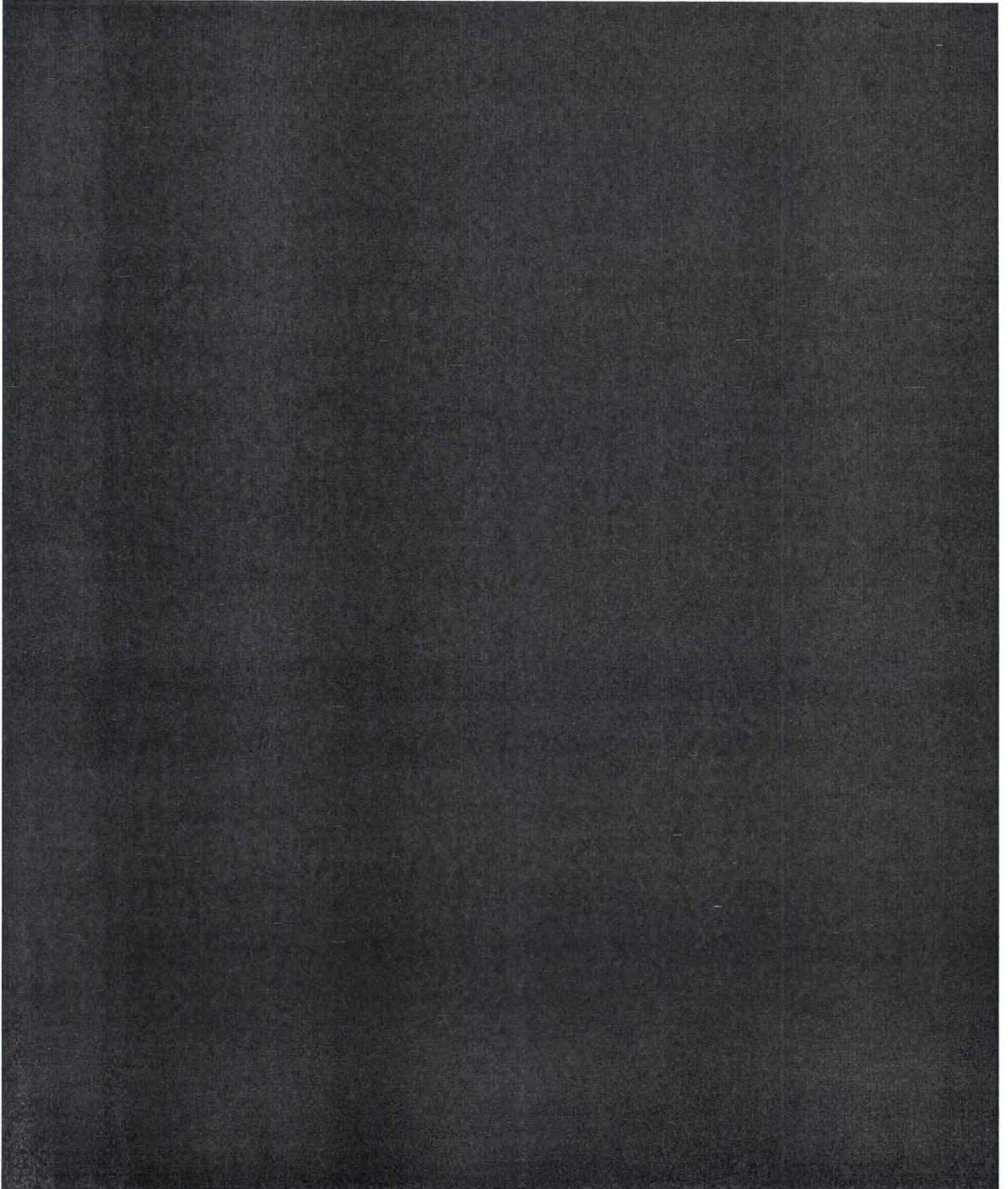




CONFIDENTIAL



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Docket No. 20180049-EI
FPL's responses and attachments to OPC Interrogatories 148 and
174 and Production of Documents No. 35
Exhibit KM-3, Page 4 of 5

CONFIDENTIAL

Florida Power & Light Company
Docket No. 20180049-EI
OPC's Eighth Set of Interrogatories
Interrogatory No. 174
Attachment No. 1
Page 1 of 1

1 My testimony also describes the services provided by and supports the costs
2 associated with the six logistics vendors whose costs are questioned by Mr.
3 Schultz. And, although FPL witness Miranda discusses logistics in more detail in
4 his direct testimony filed in this docket, for further context and to respond to Mr.
5 Schultz's proposed disallowance, I explain how the services provided by these
6 vendors play a crucial role in FPL's restoration efforts. Through the provision of
7 lodging, meals, transportation, laundry, parking, and other logistical support
8 services, FPL is able to help contractors, employees, mutual aid utilities and others
9 focus on the primary job of safely restoring power to FPL's customers as quickly
10 and safely as possible.

11
12 **II. CONTRACTOR RATES**

13 **Q. Please summarize Mr. Schultz's direct testimony related to line contractor**
14 **rates that you are addressing in your rebuttal testimony.**

15 A. On pages 40-43 of his direct testimony, Mr. Schultz states there were a total of 15
16 line contractors used by FPL that charged rates in excess of \$ [REDACTED] per hour. Mr.
17 Schultz asserts that, based on his experience, these rates are excessive and, on
18 pages 24 and 98 of his direct testimony, Mr. Schultz recommends a reduction of
19 \$60.049 million to FPL's total contractor costs for Hurricane Irma to remove what
20 he claims are excessive hourly rates.

1 storm restoration contract with the vendor based on resource needs, past experience
2 with the contractor, and market conditions. If FPL decides to attempt to renew or
3 enter into a new storm restoration contract with a vendor, FPL will negotiate and
4 obtain the best and lowest rate it can based on experience and the market conditions
5 at that time.

6 **Q. What is your response to Mr. Schultz's criticism of the range of hourly**
7 **contractor rates?**

8 A. First, as I have already stated, our process of pre-negotiating contracts allows FPL
9 to lock in contractor rates based on market conditions at the time of negotiation.
10 We believe it is prudent to pre-negotiate and execute contracts with vendors
11 capable of performing restoration work so that we have a strong bench and many
12 resources to call upon if and when the need arises. And, while this means that
13 there will always be a range of contractor rates – some higher than others – it is
14 crucial that we have these contracts in place to provide help when needed.

15
16 As FPL witnesses Miranda and Gwaltney outline in their rebuttal testimony, as
17 Hurricane Irma approached the southeastern United States, there was a serious
18 shortage of resources available to assist FPL. Because it had contracts in place,
19 FPL was able to call upon these vendors with whom it had negotiated contracts.

20
21 I have two additional observations about Mr. Schultz's statement. First, while he
22 identifies the high end of the range as \$ [REDACTED] per hour, he neglects to mention
23 that this was the overtime mobilization/demobilization rate, not the working rate.

1 The hourly work rate for this contractor was \$ [REDACTED]. And second, in Docket No.
2 20180061-EI, the Commission recently rejected Mr. Schultz's and OPC's
3 argument on this very point, finding that in light of the circumstances created by
4 Hurricane Irma a mobilization rate of \$509 charged to FPUC was reasonable.

5 **Q. Of the total non-mutual assistance contractors used by FPL in response to**
6 **Hurricane Irma, how many contracts were pre-negotiated in advance of**
7 **Hurricane Irma?**

8 A. Out of the approximately 110 line contractors that were brought onto FPL's system
9 in response to Hurricane Irma, 91 had been pre-negotiated. Only 19 contracts had
10 to be negotiated immediately before or during Hurricane Irma. In fact, a majority
11 of these 91 contracts were pre-negotiated prior to the time Hurricane Matthew
12 impacted FPL's service territory in 2016.

13 **Q. How were the rates determined for the few contracts that were negotiated**
14 **immediately before or during Hurricane Irma?**

15 A. Because FPL did not have an existing contract in place with these vendors, the
16 Company contacted a number of line contractors to solicit assistance and succeeded
17 in bringing in crews from the additional 19 companies. Although the contracts
18 with the 19 additional companies had not been pre-negotiated in advance of the
19 storm, the rates agreed to were based on the best rate FPL could obtain from the
20 resources available based on the market conditions at the time.

1 Q. At page 41 of his testimony Mr. Schultz made note of 15 vendors with rates in
2 excess of \$ [REDACTED] an hour, a figure above which he calls “excessive.” Were any of
3 the contracts with these 15 vendors that Mr. Schultz claims charged excessive
4 rates negotiated immediately before or during Hurricane Irma?

5 A. No. All of the 15 vendors identified in Exhibit No. HWS-2, on Schedule C, Page 4
6 of 6, that Mr. Schultz claims charged excessive rates had existing contracts that
7 were pre-negotiated in advance of Hurricane Irma based on the market conditions
8 at the time the contracts were negotiated. The rates set forth in each of these
9 contracts reflect the best and lowest rates that FPL was able to negotiate and obtain
10 using the process described above. Notwithstanding Mr. Schultz’s opinion to the
11 contrary, the rates that were negotiated represented the market at the time.

12 Q. On page 41 of his direct testimony, Mr. Schultz states that “the range of
13 hourly rates for most vendors is around \$ [REDACTED]”. Do you agree with Mr.
14 Schultz’s estimated range of hourly rates for purposes of Hurricane Irma?

15 A. No. Other than his statement that he purportedly observed a range of contractor
16 rates in Florida and other unspecified jurisdictions, Mr. Schultz offers no support
17 for his arbitrary range of \$ [REDACTED] an hour as the “range of hourly rates for most
18 vendors.” Also, as I observed earlier, Mr. Schultz has no personal experience with
19 negotiating such contracts or rates. Neither has Mr. Schultz explained or provided
20 in testimony any details or analysis supporting his statement.

21

1 Q. Is it appropriate to compare rates paid by FPL for Hurricane Irma
2 restoration work to rates charged by vendors for unspecified types of work in
3 other unspecified jurisdictions?

4 A. No. Even putting aside the fact he has provided no details or explanation
5 supporting his assertion, Mr. Schultz's reliance on rates negotiated in other
6 unspecified jurisdictions for other unspecified types of work is misplaced. Line
7 contractors are likely to negotiate for and charge different rates for responding to
8 different types of events in different parts of the country. Mr. Schultz's reliance on
9 storm restoration rates charged in other jurisdictions, without further explanation,
10 does not provide a meaningful comparison and, moreover, ignores the reality of the
11 contractor rates actually charged for storm restoration activities in Florida, which is
12 subject to frequent and devastating hurricanes and tropical storm events.

13
14 Mr. Schultz's range of contractor rates also disregards the fact that FPL pre-
15 negotiated the vast majority of the non-mutual assistance contracts, including all 15
16 line contractors that he claims charged excessive rates, and that FPL negotiated for
17 and obtained the lowest contractor rates based on the prevailing market conditions,
18 existing contracts, and the resources available. The fact that the range of actual
19 rates charged by FPL's line contractors for responding to Hurricane Irma is
20 different from what Mr. Schultz claims to be a reasonable range demonstrates that
21 Mr. Schultz has not taken into account the actual circumstances FPL faced in
22 responding to Hurricane Irma. If FPL only entered into contracts with line
23 contractors with blended hourly rates between \$ [REDACTED] an hour, FPL would not

1 **Q. Please explain why you think Mr. Schultz's analysis is arbitrary.**

2 A. First, Mr. Schultz, without any explanation as to why, selected only line contractors
3 that billed in excess of \$5 million for his comparison of contractor rates. Yet, on
4 page 43 of his direct testimony, Mr. Schultz concedes that some of the selected
5 contractors billed less than his \$5 million threshold and that he assumes those line
6 contractors had additional billings for other types of restoration work that would
7 bring their total billings to \$5 million or more. Mr. Schultz's selection of
8 contractors for his excessive rate comparison is arbitrary and based on unsupported
9 assumptions.

10

11 Second, a review of the hourly average rates of the vendors selected by Mr. Schultz
12 demonstrates that both his Alleged High Rate Group and Alleged Average Rate
13 Group are inconsistent and arbitrary. For example, the average hourly rates for 5 of
14 the 15 vendors included in Mr. Schultz's Alleged High Rate Group that he claims
15 to be excessive, in fact, are lower than the arbitrary \$ [REDACTED] hourly rate that Mr.
16 Schultz asserts is a high rate. Mr. Schultz has offered no explanation why these 5
17 vendors allegedly charge excessive rates when each vendor's average hourly rate is
18 within the range that Mr. Schultz claims to be reasonable. Likewise, the average
19 rates for 7 of the 24 vendors included in the Alleged Average Rate Group are in
20 fact higher than the lowest average hourly rate charged by the vendors included in
21 Mr. Schultz's Alleged High Rate Group. Mr. Schultz has offered no explanation
22 why these 7 vendors should be included on his Alleged Average Rate Group when
23 their average hourly rate is higher than rates charged by the vendors on his Alleged

EXHIBIT C

JUSTIFICATION TABLE

EXHIBIT C

COMPANY: Florida Power & Light Company
TITLE: List of Confidential Exhibits
DOCKET TITLE: Evaluation of storm restoration costs for Florida Power & Light Company related to Hurricane Irma.
DOCKET NO.: 20180049-EI
DATE: March 15, 2019

Description	No. of Pages	Conf. Y/N	Line / Column	Florida Statute 366.093(3) Subsection	Declarant
Rebuttal Testimony of Manuel B. Miranda	15	N	Pgs. 1-5		Ray Lozano
		Y	Pg. 6, Ln. 15	(d), (e)	
		N	Pgs. 7-8		
		Y	Pg. 9, Ln. 16	(d), (e)	
		N	Pgs. 10 – 15		
Exhibit KM-1 – FPL’s response and confidential attachment to OPC Interrogatory No. 156	4	N	Pgs. 1-2		
		Y	Pgs. 3, 4, All lines	(d), (e)	
Exhibit KM-2 – FPL’s response and confidential attachment to OPC Interrogatory 154	3	N	Pgs. 1		
		Y	Pgs. 2,3 All line	(d), (e)	
Exhibit KM-3 - FPL’s responses and attachments to OPC Interrogatories 148 and 174 and Production of Documents No. 35	5	N	Pgs. 1-3, 5		
		Y	Pg. 4 All lines	(d), (e)	
Rebuttal Testimony of Ronald R. Reagan	29	N	Pgs. 1-5		
		Y	Pg. 6, Ln 16	(d), (e)	
		N	Pgs. 7-9		
		Y	Pg. 10, Ln. 22	(d), (e)	

Description	No. of Pages	Conf. Y/N	Line / Column	Florida Statute 366.093(3) Subsection	Declarant
		Y	Pg. 11, Ln. 1	(d), (e)	
		Y	Pg. 12, Lns. 2, 13, 17	(d), (e)	
		Y	Pg. 13, Ln. 23	(d), (e)	
		N	Pg. 14 - 17		
		Y	Pg. 18, Ln. 15	(d), (e)	
		N	Pg. 19 - 29		

EXHIBIT D

DECLARATION

EXHIBIT D

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Evaluation of storm restoration costs for Florida Power & Light Company related to Hurricane Irma.

Docket No: 20180049-EI

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

WRITTEN DECLARATION OF RAY LOZANO

1. My name is Ray Lozano. I am currently employed by Florida Power & Light Company ("FPL") as Integrated Supply Chain Business Unit Strategy Manager, and I was similarly employed in that capacity prior to and during the time that Hurricane Irma impacted FPL's service territory. I have personal knowledge of the matters stated in this written declaration.

I have reviewed the documents and information included in Exhibit A to FPL's Request for Confidential Classification filed this date, for which I am listed as a declarant on Exhibit C. FPL requests confidential treatment of certain information included in the rebuttal testimony of FPL witnesses Manuel Miranda and Ronald Reagan, and in exhibits attached to and made part of FPL's rebuttal testimony of FPL witness Manz, that I have reviewed and which are asserted by FPL to be proprietary confidential business information that contains or constitutes contractual data, the disclosure of which would impair the efforts of FPL or its affiliates to contract for goods or services on favorable terms, and information related to competitive interests, the disclosure of which would impair the competitive business of FPL, its affiliates and its contractors, vendors and suppliers. Specifically, the documents that are the subject of this affidavit and FPL's Request for Confidential Classification contain the names, rates and ranges of rates of services provided by FPL's vendors, information related to invoices of our third-party contractors, payments to our contractors, vendors and suppliers, all of which was agreed upon exclusively with these contractors, vendors, and suppliers. Disclosure of this information would impair FPL's contractor, vendor and supplier relationships, and impair or negate the commercial interests and leverage of FPL prior to and during a storm event (in a seller's market) as FPL negotiates contracts and seeks to obtain contractors, vendors and suppliers to provide critical construction and restoration resources necessary to perform storm restoration. Disclosure of this information would also impair or negate the commercial interests of FPL's contractors, vendors and suppliers as they negotiate with others for the services they provide. The disclosure of this information will also impact the efforts of FPL or its affiliates to contract for goods and services on favorable terms in the future, which in turn increases costs to FPL and its customers. To the best of my knowledge, FPL has maintained the confidentiality of this information.

2. Consistent with the provisions of the Florida Administrative Code, such materials should remain confidential for a period of eighteen (18) months. In addition, they should be returned to FPL as soon as the information is no longer necessary for the Commission to conduct its business so that FPL can continue to maintain the confidentiality of these documents.

3. Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true to the best of my knowledge and belief.

Ray Lozano
Date: 3/14/19