

EXHIBIT NO. 101

DOCKET NO: 170001-EI

WITNESS:

PARTY:

BRIEF TITLE OR DESCRIPTION OF THE DOCUMENT:

FPL's Stipulation and Settlement filed October 6, 2016

PROFFERED BY: FIPUG

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida Power & Light Company	Docket No. 160021-EI
In re: Petition for approval of 2016-2018 storm hardening plan, by Florida Power & Light Company	Docket No. 160061-EI
In re: 2016 depreciation and dismantlement study by Florida Power & Light Company	Docket No. 160062-EI
In re: Petition for limited proceeding to modify and continue incentive mechanism by Florida Power & Light Company	Docket No. 160088-EI Filed: October 6, 2016

STIPULATION AND SETTLEMENT

WHEREAS, Florida Power & Light Company (“FPL” or the “Company”), Citizens through the Office of Public Counsel (“OPC”), the South Florida Hospital and Healthcare Association (“SFHHA”) and the Florida Retail Federation (“FRF”) have signed this Stipulation and Settlement (the “Agreement”; unless the context clearly requires otherwise, the term “Party” or “Parties” means a signatory to this Agreement); and

WHEREAS, on January 14, 2013, the Florida Public Service Commission (“FPSC” or “Commission”) entered Order No. PSC-13-0023-S-EI approving a stipulation and settlement of FPL’s rate case in Docket No. 120015-EI, which continues in effect through the last billing cycle in December 2016 (the “2012 Rate Case Settlement”); and

WHEREAS, on March 15, 2016, FPL petitioned the Commission for (i) an increase in rates and charges sufficient to generate additional total annual revenues of \$866 million to be effective January 1, 2017; (ii) a subsequent year revenue increase of \$262 million to be effective January 1, 2018; (iii) a \$209 million limited-scope adjustment for the Okeechobee Clean Energy Center (“the Okeechobee Unit”), to be effective on its commercial in-service date, currently

in effect until next reset in a general base rate proceeding except as otherwise noted in this Agreement.

10. (a) FPL projects that for purposes of the cost recovery set forth in this Paragraph, it will undertake construction of approximately 300 MW per calendar year of solar generation reasonably projected to go into service during the Minimum Term or within one year following expiration of the Minimum Term. For each solar project that is approved by the Commission for cost recovery pursuant to the process described in this Paragraph, FPL's base rates will be increased by the incremental annualized base revenue requirement (as defined in Paragraph 10(e)) for the first 12 months of operation (the "Annualized Base Revenue Requirement"), but in no event before the facility is in service. Each such base rate adjustment will be referred to as a Solar Base Rate Adjustment ("SoBRA"), and shall be authorized for solar projects for which FPL files for Commission approval pursuant to this Paragraph during the Minimum Term. The Commission's approval may occur before or after expiration of the Minimum Term. The projects constructed pursuant to this Paragraph must be reasonably scheduled to be placed into service no later than one year following the expiration of the Minimum Term. During the Term of this Agreement, the cost of the components, engineering and construction for any solar project constructed by FPL pursuant to this Paragraph shall be reasonable and in no event shall the total cost of such project exceed \$1,750 per kilowatt alternating current ("kWac").

(b) For solar generation projects subject to the Florida Electrical Power Plant Siting Act (i.e., 75 MW or greater), FPL will file a petition for need determination pursuant to Chapter 25-22, F.A.C. If approved pursuant to the procedures described in this

Paragraph and Section 403.519, Fla. Stat., FPL will calculate and submit for Commission confirmation that amount of the SoBRA for each such solar project using the CCR Clause projection filing for the year that solar project will go into service.

(c) Solar generation projects not subject to the Florida Electrical Power Plant Siting Act (i.e., fewer than 75 MW) also will be subject to approval by the Commission as follows: (i) FPL will file a request for approval of the solar generation project at the time of its final true-up filing in the Fuel and Purchased Power Cost Recovery Clause docket ("Fuel Docket"); (ii) All Fuel Docket deadlines and schedules shall apply; (iii) the issues for determination are limited to the cost effectiveness of each such project (i.e., will the project lower the projected system cumulative present value revenue requirement "CPVRR" as compared to such CPVRR without the solar project) and the amount of revenue requirements and appropriate percentage increase in base rates needed to collect the estimated revenue requirements; and (iv) approval of the solar generation project will be an issue to be resolved at the regularly scheduled Fuel Docket hearing; provided, however, that the Commission on its own initiative or upon good cause shown by an intervenor (which may include any Party to this Agreement or any other entity satisfying the standing requirements of Florida law) may set FPL's request for approval of the solar generation project for a separate hearing to be held in the Fuel Docket before the end of that calendar year. If approved, FPL will calculate and submit for Commission confirmation the amount of the SoBRA for each such solar project using the CCR Clause projection filing for the year that solar project will go into service. For a solar project that is scheduled to go into service in 2017, FPL shall not implement a base rate adjustment until such project is approved by the Commission pursuant to this Paragraph

10. For each solar project approved pursuant to this Agreement, the base rate increase shall be based upon FPL's billing determinants for the first 12 months following such project's commercial in-service date, where such billing determinants are those used in FPL's then-most-current CCR Clause filings with the Commission, including, to the extent necessary, projections of such billing determinants into a subsequent calendar year so as to cover the same 12 months as the first 12 months of each such solar project's operation.

(d) FPL may not receive approval in any one year for incremental SoBRA recovery of more than 300 MW of solar projects for a calendar year; provided, however, to the extent that FPL receives approval for SoBRA recovery of less than 300 MW in a year, the surplus capacity can be carried over to the following years through the period identified in the first sentence of Paragraph 10(a). For example, if FPL receives approval in 2017 for SoBRA recovery of 200 MW of solar capacity, it would be entitled to increase its request in the subsequent year(s) for SoBRA of an additional 100 MW.

(e) Each SoBRA is to be reflected on FPL's customer bills by increasing base charges and base non-clause recoverable credits and commercial/industrial demand reduction rider credits by an equal percentage contemporaneously. The calculation of the percentage change in rates is based on the ratio of the jurisdictional Annualized Base Revenue Requirement and the forecasted retail base revenues from the sales of electricity during the first twelve months of operation. FPL will begin applying the incremental base rate charges and base credits for each SoBRA to meter readings made on and after the commercial in-service date of that solar generation site.

(f) Each SoBRA will be calculated using a 10.55% ROE and the appropriate incremental capital structure consistent with the approach authorized for the Okeechobee LSA and adjusted to reflect the inclusion of investment tax credits on a normalized basis. FPL will calculate and submit for Commission approval the amount of the SoBRA for each solar generation project using the CCR Clause projection filing for the year that solar project is expected to go into service.

(g) In the event that the actual capital expenditures are less than the projected costs used to develop the initial SoBRA factor, the lower figure shall be the basis for the full revenue requirements and a one-time credit will be made through the CCR Clause. In order to determine the amount of this credit, a revised SoBRA Factor will be computed using the same data and methodology incorporated in the initial SoBRA factor, with the exception that the actual capital expenditures will be used in lieu of the capital expenditures on which the Annualized Base Revenue Requirement was based. On a going forward basis, base rates will be adjusted to reflect the revised SoBRA factor. The difference between the cumulative base revenues since the implementation of the initial SoBRA factor and the cumulative base revenues that would have resulted if the revised SoBRA factor had been in-place during the same time period will be credited to customers through the CCR Clause with interest at the 30-day commercial paper rate as specified in Rule 25-6.109, F.A.C.

(h) Subject to the maximum cost of \$1,750 per kWac set forth in the subparagraph 10(a), in the event that actual capital costs for a solar generation project are higher than the projection on which the Annualized Base Revenue Requirement was based, FPL at its option may initiate a limited proceeding per Section 366.076, Florida Statutes, limited to

the issue of whether FPL has met the requirements of Rule 25-22.082(15), F.A.C. Nothing in this Agreement shall prohibit a Party from participating in any such limited proceeding for the purpose of challenging whether FPL has met the requirements of Rule 25-22.082(15) or otherwise acted in accordance with this Agreement. If the Commission finds that FPL has met the requirements of Rule 25-22.082(15), then FPL shall increase the SoBRA by the corresponding incremental revenue requirement due to such additional capital costs, provided, consistent with subparagraph 10(a) above, FPL is prohibited from recovering through the SoBRA mechanism any costs greater than \$1,750 per kWac under any circumstances. However, FPL's election not to seek such an increase in the SoBRA shall not preclude FPL from booking any incremental costs for surveillance reporting and all regulatory purposes subject only to a finding of imprudence or disallowance by the Commission. Nothing in this Agreement shall preclude any Party to this Agreement or any other lawful party from participating, consistent with the full rights of an intervenor, in any such limited proceeding.

(i) FPL's base rate and credit levels applied to customer bills, including the effects of the SoBRAs as implemented pursuant to this Agreement (i.e., uniform percent increase for all rate classes applied to base revenues), shall continue in effect until next reset by the Commission in a general base rate proceeding.

11. (a) Notwithstanding Paragraph 4 above, if FPL's earned return on common equity falls below the bottom of its authorized range during the Minimum Term on an FPL monthly earnings surveillance report stated on an FPSC actual, adjusted basis, FPL may petition the FPSC to amend its base rates, either as a general rate proceeding under Sections 366.06 and 366.07, Florida Statutes, or as a limited proceeding under Section