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September 11, 2020

-VIA ELECTRONIC FILING -

Adam Teitzman
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

**Re: Docket No. _____
FPL's Petition for Temporary Variance from or Waiver Of Rule 25-6.097(3),
F.A.C., Temporary Waiver of Section 6.3 of FPL's Tariff and Request for
Expedited Ruling**

Dear Mr. Teitzman:

Attached for filing please find FPL's Petition for Temporary Variance from or Waiver of Rule 25-6.097(3), F.A.C., Temporary Waiver of Section 6.3 of FPL's Tariff and Request for Expedited Ruling. FPL is requesting that this petition be assigned a new docket number.

Should you have any questions regarding this filing, please contact me.

Sincerely,

s/ David M. Lee

David M. Lee

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Florida Power & Light Company for Temporary Variance from or Waiver of Rule 25-6.097(3), Florida Administrative Code, Temporary Waiver of Section 6.3 of FPL’s Tariff and Request for Expedited Ruling

Docket No. _____

Filed: September 11, 2020

FLORIDA POWER & LIGHT COMPANY’S PETITION FOR TEMPORARY VARIANCE FROM OR WAIVER OF RULE 25-6.097(3), FLORIDA ADMINISTRATIVE CODE, TEMPORARY WAIVER OF SECTION 6.3 OF FPL’S TARIFF AND REQUEST FOR EXPEDITED RULING

Pursuant to Rule 28-104.002, Florida Administrative Code (“F.A.C”) and Section 120.542, Florida Statutes (“F.S.”), Florida Power & Light Company (“FPL” or the “Company”) respectfully petitions the Florida Public Service Commission (the “Commission”) for a temporary variance from or waiver of Rule 25-6.097(3), F.A.C. and Section 6.3 of FPL’s Tariff.

FPL respectfully requests that the Commission consider this petition for a temporary variance or waiver on an expedited basis, such that it can become effective as quickly as possible. As explained below, expedited consideration is appropriate to provide financial relief to qualifying FPL residential customers as soon as possible due to the current financial crisis resulting from the COVID-19 pandemic.

In support, FPL states:

I. PRELIMINARY INFORMATION

1. The name and address of the Petitioner is:

Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408

2. Any pleading, motion, notice, order or other document required to be served upon

FPL or filed by any party to this proceeding should be served upon the following individual(s):

Kenneth A. Hoffman
Vice President Regulatory Affairs
Ken.Hoffman@fpl.com
Florida Power & Light Company
134 W. Jefferson Street
Tallahassee, FL 32301
850-521-3919
850-521-3939 (fax)

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3. FPL is a corporation organized and existing under the laws of the State of Florida and is an electric utility as defined in Section 366.02(2), F.S.

4. The Commission has jurisdiction pursuant to Sections 366.03, 366.04, 366.05, 366.06, 366.076, and 120.542, F.S.

5. This petition is being filed consistent with Rule 28-104.002, F.A.C. and Section 120.542, F.S., and although this petition is not being filed pursuant to Rules 28-104.004 and 28-104.005, F.A.C., FPL is seeking expedited consideration of this petition.

II. REQUEST FOR TEMPORARY VARIANCE OR WAIVER

6. Section (3) of Rule 25-6.097, F.A.C., provides:

(3) Refund of deposits. After a customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the utility shall refund the residential customer's deposits and shall, at the utility's option, either refund or pay the higher rate of interest specified below for nonresidential deposits, providing the customer has not, in the preceding 12 months:

- (a) Made more than one late payment of a bill (after the expiration of 20 days from the date of mailing or delivery by the utility).
- (b) Paid with a check refused by a bank.
- (c) Been disconnected for nonpayment, or at any time.
- (d) Tampered with the electric meter, or
- (e) Used service in a fraudulent or unauthorized manner.

7. Section 6.3 of FPL's Tariff states in relevant part that FPL will return a deposit to a residential customer if two conditions are met: the customer "has had continuous service for a

period of not less than 23 months,” and the customer has a history of good payments for the preceding 12 months.¹

8. On March 1, 2020, Governor Ron DeSantis issued an Executive Order directing the State Health Officer to declare a public health emergency in Florida related to the outbreak of COVID-19. See Executive Order No. 20-51. Governor DeSantis then issued a second Executive Order on March 9, in which he declared a state of emergency in Florida and directed the Director of the Division of Emergency Management to implement the State’s Comprehensive Emergency Management Plan. See Executive Order No. 20-52.

9. In light of the COVID-19 pandemic, FPL is specifically requesting a temporary variance or waiver from the portions of Rule 25-6.097(3) and Section 6.3 of FPL’s Tariff requiring that residential customers² have continuous service for 23 months.

10. FPL is proposing as a one-time action, upon Commission approval, to shorten this requirement from 23 months to 12 months. Residential customers would still be required to meet the second element – good payment history for the preceding 12 months as described in the Rule and FPL’s Tariff. This one-time accelerated refund of deposits would only apply to cash deposits³ for residential customers and would occur on the first monthly bill cycle after approval by the Commission.

11. This one-time accelerated refund of cash deposits to residential customers who qualify will help customers and families who, although they have been able to pay their electric bills promptly, may have been impacted by the COVID-19 pandemic nonetheless.

¹ Section 6.3 of FPL’s Tariff is contained on Tariff Sheet No. 6.050, is attached hereto as Exhibit “A,” and is incorporated into this petition as though fully restated herein.

² This petition only applies to residential customers as deposits of non-residential customers are not subject to the same 23-month requirement.

³ FPL is not requesting any change to non-cash security deposits.

12. FPL notes that it is filing this petition in an abundance of caution. FPL is mindful that the pertinent provisions in the Rule could be interpreted to permit a utility to refund residential customer deposits prior to the conclusion of the 23-month period, assuming a satisfactory payment record. At the same time, the construction and interpretation of the Rule to require a minimum continuous service period of 23-months prior to a deposit refund is also reasonable and triggers the need for the instant request for variance or waiver.

13. Although FPL cannot calculate the exact amount that will be returned to residential customers until the accelerated deposit refunds are processed, it is estimated that this will result in approximately \$9,000,000 – \$11,000,000 in accelerated residential customer deposit refunds to approximately 50,000 – 60,000 residential customers if approved. The accelerated deposit refunds will also include any required statutory interest, the amount of which will be calculated at the time of the refunds. This will not only benefit those customers receiving the accelerated refunds at a time when they most need it, but it will also likely provide indirect benefits to others.

14. This requested variance or waiver is temporary in nature. After implementing this one-time accelerated return of deposits as described herein, FPL would revert its deposit refund rules to the requirements as stated in Section 6.3 of FPL’s Tariff.

15. While the Commission generally views the issue of a “substantial hardship” from the standpoint of the petitioner as contemplated by Section 120.542(2), F.S., FPL believes that the unique and extraordinary nature of the impact of the COVID-19 pandemic justifies the consideration of this issue from the standpoint of FPL’s impacted residential customers.

16. The underlying statutes that this rule is implementing are Sections 366.03, 366.041(1), 366.05(1) and 366.06(1), F.S. FPL’s request does not contravene any of these sections of the Florida Statutes, and in light of the pandemic and the current economic crisis experienced

by the residents of the State of Florida, FPL's request would serve the underlying purposes of the statutes.

III. REQUEST FOR EXPEDITED CONSIDERATION

17. Although this petition was not filed pursuant to Rules 28-104.004 and 28-104.005, FPL is requesting expedited consideration of this petition.

18. The effects of the COVID-19 pandemic are ongoing and having a substantial impact on FPL's residential customers. FPL believes that expediting the request will benefit the qualifying customers and provide some financial assistance at a time of great need.

19. FPL is requesting that the Commission place this item for consideration on the October Agenda or as soon thereafter as possible.

IV. CONCLUSION

WHEREFORE, FPL respectfully requests that the Florida Public Service Commission:

- (i) consider this petition on an expedited basis,
- (ii) publish notice of this petition on an expedited basis,
- (iii) issue an order granting FPL a temporary variance or waiver of Rule 25-6.097(3), F.A.C., and Section 6.3 of FPL's Tariff as more specifically described above in this petition, and
- (iv) grant such other relief as the Commission deems appropriate.

Respectfully submitted this 11th day of September, 2020.

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By: s/ David M. Lee
David M. Lee
Fla. Bar No. 103152

Exhibit A

Tariff Sheet No. 6.050

b) Existing Accounts - For an existing account, the total deposit may not exceed 2 months of average actual charges calculated by adding the monthly charges from the 12-month period immediately before the date any change in the deposit amount is sought, dividing this total by 12, and multiplying the result by 2. If the account has less than 12 months of actual charges, the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of months available, and multiplying the result by 2.

6.2 Deposit Interest. The interest due will be paid once a year, ordinarily as a credit on regular bills, and on final bills when service is discontinued. No interest will be paid if service is ordered disconnected for any cause within six months from the date of initial service.

6.21 Residential Deposits. Simple interest at the rate of 2% per annum will be paid to residential Customers for cash deposits when held by the Company.

6.22 Nonresidential Deposits. Simple interest at the rate of 2% per annum will be paid on cash deposits of nonresidential customers. However, simple interest at the rate of 3% per annum will be paid on cash deposits of nonresidential Customers provided the Customer has had continuous service for a period of not less than 23 months, and has not in the preceding 12 months: a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for nonpayment at any time, d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner.

6.3 Refund of Cash Deposit/Release of Other Security or Guaranty. After a residential Customer has established a prompt payment record and has had continuous service for a period of not less than 23 months, the Company will no longer require a Security Deposit or guaranty for that account, provided the Customer has not, in the preceding twelve (12) months: a) made more than one (1) late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for non-payment, or, at any time d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner. When the Company no longer requires a Security Deposit or guaranty because the residential Customer meets these terms or because the Customer closes the service account and the Company has received final payment for all bills for service incurred at the account, any cash deposit held by the Company for that account will be refunded, and the obligors on any surety bond, irrevocable letter of credit or guaranty for that account will be released from their obligations to the Company. Cash deposit receipts are not negotiable or transferable and the deposit is refundable only to the Customer whose name appears thereon. Refunds of cash deposits may be conditioned by the Company upon a showing of proper identification by the person seeking the refund that the individual is the Customer whose name appears on the service account. The utility may elect to refund nonresidential deposits.

6.4 Transfer of Security Deposit/Guaranty. A Customer moving from one service address to another may have the Security Deposit transferred from the former to the new address. If the Security Deposit at the former service address is more or less than required by Rule 6.1 for the new address, the amount of the Security Deposit may be adjusted accordingly. Guaranties may not be transferred to a new service address; however, the guarantor may enter into a new guaranty contract (Tariff Sheet No. 9.400 or 9.410) for the new service address.

7 BILLING

7.1 Billing Periods.

7.11 Regular Bills. Regular bills for service will be rendered monthly. Bills are due when rendered and shall be considered as received by the Customer when delivered or mailed to the service address or some other place mutually agreed upon.

7.12 Prorated Bill. If the billing period is less than 25 days or more than 35 days, the bill will be prorated pursuant to F.S. 366.05(1) (b). A billing period that exceeds 35 days will be calculated as a separate standard billing period as referenced in section 7.13 of FPL's General Rule and Regulations Tariff. A separate bill calculation for the remaining kWh consumption will begin with the application of the lower tiered rate. Should service be disconnected within less than a month from date of connection, the amount billed will not be less than the regular monthly minimum bill.

7.13 Month. As used in these Rules and Regulations, a month is an interval between successive regular meter reading dates, which interval may be 30 days, more or less.