

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Storm protection plan cost recovery
clause.

DOCKET NO. 20200092-EI
ORDER NO. PSC-2020-0409-AS-EI
ISSUED: October 27, 2020

The following Commissioners participated in the disposition of this matter:

GARY F. CLARK, Chairman
ART GRAHAM
JULIE I. BROWN
DONALD J. POLMANN
ANDREW GILES FAY

APPEARANCES:

JASON A. HIGGINBOTHAM, CHRISTOPHER T. WRIGHT, and JOHN T. BURNETT, ESQUIRES, 700 Universe Boulevard, Juno Beach, Florida 33408-0420 and RUSSELL A. BADDERS, ESQUIRE, One Energy Place, Pensacola, FL 32520

On behalf of Florida Power & Light Company and Gulf Power Company.

J.R. KELLY, PATRICIA A. CHRISTENSEN, CHARLES REHWINKEL, and THOMAS A. (TAD) DAVID, ESQUIRES, Office of Public Counsel, c/o The Florida Legislature, 111 West Madison Street, Room 812, Tallahassee, Florida 32399-1400

On behalf of Office of Public Counsel.

STEPHANIE U. EATON, ESQUIRE, 110 Oakwood Drive, Suite 500, Winston-Salem, North Carolina 27103 and DERRICK PRICE WILLIAMSON, ESQUIRE, 1100 Bent Creek Boulevard, Suite 101, Mechanicsburg, Pennsylvania 17050

On behalf of Walmart Inc.

MALCOLM N. MEANS, ESQUIRE, Post Office Box 391, Tallahassee, Florida 32302

On behalf of Tampa Electric Company.

JON C. MOYLE, JR., ESQUIRE, 118 North Gadsden Street, Tallahassee, Florida 32312

On behalf of Florida Industrial Power Users Group.

SHAW P. STILLER and JENNIFER S CRAWFORD, ESQUIRES, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850

On behalf of the Florida Public Service Commission (Staff).

MARY ANNE HELTON, ESQUIRE, Deputy General Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850

Advisor to the Florida Public Service Commission.

KEITH C. HETRICK, ESQUIRE, General Counsel, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850

Florida Public Service Commission General Counsel.

FINAL ORDER APPROVING SETTLEMENT AGREEMENT

BY THE COMMISSION:

Background

The 2019 Florida Legislature enacted Section 366.96, Florida Statutes (F.S.), entitled “Storm protection plan cost recovery.” Pursuant to Section 366.96(7), F.S., we shall conduct an annual proceeding to determine a utility’s prudently incurred transmission and distribution storm protection plan costs and allow the utility to recover such costs through a charge separate and apart from its base rates, to be referred to as the storm protection plan cost recovery clause (SPPCRC). If we determine that costs were prudently incurred, those costs will not be subject to disallowance or further prudence review except for fraud, perjury, or intentional withholding of key information by the public utility.

On August 27, 2020, a Joint Motion for Expedited Approval of a Stipulation and Settlement Agreement (Motion) was filed in this docket with respect to Florida Power & Light Company’s (FPL) and Gulf Power Company’s (Gulf) requests for SPPCRC cost recovery. On October 6, 2020, we conducted a hearing to consider the Stipulation and Settlement Agreement (Agreement), a copy of which is attached hereto as Exhibit A.

The signatories to the Agreement are FPL, Gulf, the Office of Public Counsel (OPC), and Walmart, Inc. (Walmart). Tampa Electric Company (TECO), Duke Energy Florida, LLC, the Florida Industrial Power Users Group, and White Springs Agricultural Chemicals, Inc. d/b/a PCS Phosphate, the remaining parties to this docket, take no position regarding the Agreement. The proposed stipulations in the Agreement resolve all remaining issues for FPL and Gulf in Docket No. 20200092-EI.

At the October 6, 2020 public hearing, counsel for FPL and Gulf, OPC, and Walmart made presentations in favor of the Agreement. The testimony of FPL witnesses Jarro, Fuentes, and Deaton, and also the testimony of Gulf witnesses Spoor, Fuentes, and Deaton, were entered into the record. We also admitted 19 supporting evidentiary exhibits into the record without objection.¹

We have jurisdiction over this matter pursuant to Sections 366.03, 366.05, and 366.06, Florida Statutes.

Decision

The standard for approval of a settlement agreement is whether it is in the public interest.² A determination of whether a settlement is in the public interest requires a case-specific analysis based on consideration of the proposed settlement taken as a whole.³

The Agreement contains a series of stipulations regarding 2021 storm protection plan cost recovery for FPL and Gulf. These stipulations address all remaining issues for FPL and Gulf in this docket, including factors and costs to be included for recovery, projects projected to be performed, and the weighted average cost of capital. The signatories contend that approval of the Agreement is in the public interest for a number of reasons, foremost of which are promoting efficiency and transparency and avoiding the expense and delay of litigation.

Having carefully reviewed the Agreement, the parties' arguments at hearing, and the testimony and exhibits entered into the record, we find that, taken as a whole, the Agreement provides a reasonable resolution of the issues. We find, therefore, that the Agreement, Attachment A hereto, is in the public interest, and we hereby approve it.

Based on the foregoing, it is

¹ We previously approved a Settlement Agreement involving TECO in Order PSC-2020-0224-AS-EI, which established agreed terms and stipulations for TECO's storm protection plan cost recovery. The terms of that settlement called for the TECO prefiled testimony and exhibits to be entered into the record for this docket. Accordingly, the prefiled, direct testimony and exhibits of witnesses Roche, Plusquellic, Lewis, and Ashburn in support of its storm protection plan cost recovery were admitted as Exhibits 15-18 during this hearing.

² Sierra Club v. Brown, 243 So. 3d 903, 910-913 (Fla. 2018); Order No. PSC-13-0023-S-EI, issued on January 14, 2013, in Docket No. 120015-EI, In re: Petition for increase in rates by Florida Power & Light Company; Order No. PSC-11-0089-S-EI, issued February 1, 2011, in Docket Nos. 080677-EI and 090130-EI, In re: Petition for increase in rates by Florida Power & Light Company and In re: 2009 depreciation and dismantlement study by Florida Power & Light Company; Order No. PSC-10-0398-S-EI, issued June 18, 2010, in Docket Nos. 090079-EI, 090144-EI, 090145-EI, and 100136-EI, In re: Petition for increase in rates by Progress Energy Florida, Inc., In re: Petition for limited proceeding to include Bartow repowering project in base rates, by Progress Energy Florida, Inc., In re: Petition for expedited approval of the deferral of pension expenses, authorization to charge storm hardening expenses to the storm damage reserve, and variance from or waiver of Rule 25-6.0143(1)(c), (d), and (f), F.A.C., by Progress Energy Florida, Inc., and In re: Petition for approval of an accounting order to record a depreciation expense credit, by Progress Energy Florida, Inc.; Order No. PSC-05-0945-S-EI, issued September 28, 2005, in Docket No. 050078-EI, In re: Petition for rate increase by Progress Energy Florida, Inc.

³ Order No. PSC-13-0023-S-EI, at p. 7.

ORDERED by the Florida Public Service Commission that the Joint Motion for Expedited Approval of a Stipulation and Settlement Agreement filed August 27, 2020, is granted. It is further

ORDERED that the Agreement attached hereto as Attachment A, and incorporated by reference, is hereby approved. It is further

ORDERED that this docket shall remain open.

By ORDER of the Florida Public Service Commission this 27th day of October, 2020.



ADAM J. TITZMAN
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

SPS

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or

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wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Storm Protection Plan Cost Recovery Clause	Docket No. 20200092-EI Filed August 27, 2020
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STIPULATION AND SETTLEMENT AGREEMENT

WHEREAS, Florida Power & Light Company (“FPL”), Gulf Power Company (“Gulf”), Citizens through the Office of Public Counsel (“OPC”), and Walmart Inc. (“Walmart”) have signed this Stipulation and Settlement Agreement (the “Agreement”; unless the context clearly requires otherwise, the term “Party” or “Parties” means a signatory to this Agreement);

WHEREAS, On June 27, 2019, the Governor of Florida signed CS/CS/CS/SB 796 addressing Storm Protection Plan Cost Recovery, which was codified in Section 366.96, F.S.;

WHEREAS, the Florida Legislature found in Section 366.96(1)(c), F.S., that it was in the State’s interest to “strengthen electric utility infrastructure to withstand extreme weather conditions by promoting the overhead hardening of electrical transmission and distribution facilities, the undergrounding of certain electrical distribution lines, and vegetation management,” and for each electric utility to “mitigate restoration costs and outage times to utility customers when developing transmission and distribution storm protection plans.” Section 366.96(1)(e), F.S.;

WHEREAS, the Florida Legislature directed each utility to file a ten-year Storm Protection Plan (“SPP”) that explains the storm hardening programs and projects the utility will implement to achieve the legislative objectives of reducing restoration costs and outage times associated with extreme weather events and enhancing reliability. *See* Section 366.96(3), F.S.;

WHEREAS, The Florida Legislature directed the Florida Public Service Commission (“Commission”) to conduct an annual proceeding to determine the utility’s prudently incurred SPP costs and to allow the utility to recover such costs through a charge separate and apart from its base rates, to be referenced as the Storm Protection Plan Cost Recovery Clause (“SPPCRC”).
See Section 366.96(7), F.S.;

WHEREAS, Rule 25-6.030, F.A.C., requires each utility to file an updated SPP at least every three years that covers the utility’s immediate ten-year planning period and specifies the information to be included in each utility’s SPP;

WHEREAS, Rule 25-6.031, F.A.C., provides that after a utility has filed its SPP it may petition the Commission for recovery of the costs associated with the SPP and implementation activities and specifies the information to be included in each utility’s SPPCRC filings;

WHEREAS, Section 366.96(8), F.S., and Rule 25-6.031(6)(b), F.A.C., provide that the SPP costs to be recovered through the SPPCRC may not include costs recovered through the utility’s base rates or any other cost recovery mechanism;

WHEREAS, on March 3, 2020, the Commission opened Docket No. 20200070-EI for the Gulf SPP and Docket No. 20200071-EI for the FPL SPP;

WHEREAS, on March 13, 2020, the Commission opened Docket No. 20200092-EI for the SPPCRC proceedings for all Investor Owned Utilities;

WHEREAS, on April 10, 2020, Gulf and FPL filed their 2020-2029 SPPs in Docket Nos. 20200070 and 20200071, respectively;

WHEREAS, on July 24, 2020, FPL filed its petition requesting Commission approval of the SPPCRC Factors to be applied to bills issued during the projected period of January 1, 2021 through December 31, 2021 (“2021 SPPCRC Factors”), together with the testimonies and exhibits of FPL witnesses Michael Jarro (Exhibits MJ-1 and MJ-2), Liz Fuentes (Exhibits LF-1 through LF-3), and Renae B. Deaton (Exhibit RBD-1);

WHEREAS, on August 14, 2020, FPL filed an errata correcting an inadvertent error in Forms 4P and 5P of Appendix I to FPL Exhibit RBD-1;

WHEREAS, on July 24, 2020, Gulf filed its petition requesting Commission approval of the SPPCRC Factors to be applied to bills issued during the projected period of January 1, 2021 through December 31, 2021 (“2021 SPPCRC Factors”), together with the testimonies and exhibits of Gulf witnesses Michael Spoor (Exhibits MS-1 and MS-2), Liz Fuentes (Exhibits LF-1 through LF-3), and Renae B. Deaton (Exhibit RBD-1);

WHEREAS, on August 14, 2020, Gulf filed errata correcting inadvertent errors in (i) Forms 4P and 5P of Appendix I to Gulf Exhibit RBD-1, and (ii) Gulf Exhibit MS-2;

WHEREAS, the Parties engaged in significant discovery in both the SPP and SPPCRC dockets, and have thoroughly reviewed and evaluated FPL’s and Gulf’s 2020-2029 SPPs and 2021 SPPCRC Factors;

WHEREAS, on July 27, 2020, the Parties filed a Joint Motion for Approval of a Stipulation and Settlement Agreement (“Settlement”) that (i) resolved all issues raised in the Gulf and FPL SPP dockets, Docket Nos. 20200070-EI and 20200071-EI, respectively, and (ii) partially resolved significant matters in the SPPCRC proceeding, Docket No. 20200092-EI;

WHEREAS, the Commission approved the Settlement without modification at a hearing held on August 10, 2020;

WHEREAS, the Commission-approved Settlement fully resolved the issue of whether the FPL and Gulf FPL SPP costs to be recovered through the 2021 SPPCRC Factors in Docket No. 20200092-EI will include costs recovered through base rates, as well as the separate issue regarding rate design of the 2021 SPPCRC Factors in Docket No. 20200092-EI for FPL's and Gulf's rate classes that have base rate demand charges, and all other potential issues in Docket No. 20200092-EI were reserved for further review by the Parties;

WHEREAS, after an extensive review and evaluation of FPL's and Gulf's 2021 SPPCRC Factors and supporting schedules as corrected by the FPL and Gulf errata filed on August 14, 2020, the Parties to this Agreement have worked collaboratively to reach a full and complete resolution of all remaining matters for FPL and Gulf in Docket No. 20200092-EI and agree that there is a record basis for the Commission to approve FPL's and Gulf's 2021 SPPCRC Factors subject to the terms and conditions specified in this Agreement;

WHEREAS, the Parties have entered into this Agreement in compromise of positions taken in accord with their rights and interests under Chapters 350, 366, and 120, Florida Statutes, as applicable, and as a part of the negotiated exchange of consideration among the Parties to this Agreement each has agreed to concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission as to all matters addressed herein with respect to all Parties regardless of whether a court ultimately determines such matters to reflect Commission policy, upon acceptance of the Agreement as provided herein and upon approval as in the public interest; and

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein,
the Parties hereby stipulate and agree:

FPL 2021 SPPCRC Factors

1. The Parties agree that the direct testimony and exhibits filed by FPL in Docket No. 20200092-EI as described above, and as corrected by the errata filed on August 14, 2020, should be inserted into the evidentiary record in Docket No. 20200092-EI and agree to waive cross examination of those witnesses. Walmart and OPC will not file testimony addressing FPL's petition for cost recovery in Docket No. 20200092-EI. Upon the admission of FPL's testimony and exhibits into the evidentiary record as specified in this paragraph, the Parties agree as provided in paragraphs 2 through 11, below.
2. The Parties agree that FPL's 2021 SPPCRC Factors are consistent with the Settlement approved by the Commission on August 10, 2020.
3. The Parties agree that, pursuant to the Settlement approved by the Commission on August 10, 2020, FPL's 2021 SPPCRC Factors are demand charges (\$/kW) for rate classes that have base rate demand charges.
4. The Parties agree that FPL's costs included for recovery in the 2021 SPPCRC Factors are consistent with FPL's 2020-2029 SPP as modified by the Settlement approved by the Commission on August 10, 2020.
5. The Parties agree that the record supports a Commission finding that FPL's SPP projects projected to be performed during 2021, as provided on FPL Exhibit MJ-2, are reasonable,

consistent with FPL's 2020-2029 SPP as modified by the Settlement approved by the Commission on August 10, 2020, and eligible for recovery through the 2021 SPPCRC Factors, subject only to a prudence review in the final true-up of the 2021 SPPCRC Factors.

6. The Parties agree that FPL's calculation of the projected 2021 weighted average cost of capital ("WACC") to be applied to the 2021 SPPCRC capital investments, as provided in FPL Exhibit LF-3, is consistent with Commission Order No. PSC-2020-0165-PAA-EU, Docket No. 20200118-EU, issued on May 20, 2020, and should be approved.
7. The Parties agree that FPL's methodology for separating and allocating the costs to be recovered through the 2021 SPPCRC Factors is consistent with FPL's Cost of Service Study in the most recent retail rate case in Docket No. 20160021-EI, and should be approved.
8. The Parties agree that there is an evidentiary basis to approve the programing, administrative, and additional resources costs ("implementation costs") incurred for FPL to manage and track SPP projects on an annual basis, and that those costs are reasonable and eligible for recovery through the 2021 SPPCRC Factors, subject only to a prudence review of actual implementation costs in the final true-up of the 2021 SPPCRC Factors.
9. The Parties agree that the record supports a Commission finding that FPL's projected 2021 SPPCRC Factors, as shown on Form 5P to Appendix 1 of FPL Exhibit RBD-1 as corrected by the errata filed on August 14, 2020, are reasonable and should be approved, subject to true-up in a future SPPCRC proceeding. The Parties retain the right to challenge the prudence of the actual SPP costs incurred by FPL in the final true-up of the 2021 SPPCRC Factors.

10. The Parties agree that the effective date for billing purposes of FPL's proposed 2021 SPPCRC Factors specified above shall be January 1, 2021, and continuing until modified by subsequent order of this Commission.
11. The Parties agree that nothing in this Agreement shall be construed to prevent any Party from challenging the reasonableness and/or prudence of SPP costs in any future SPPCRC proceedings.

Gulf 2021 SPPCRC Factors

12. The Parties agree that the direct testimony and exhibits filed by Gulf in Docket No. 20200092-EI as described above, as corrected by the errata filed on August 14, 2020, should be inserted into the evidentiary record in Docket No. 20200092-EI and agree to waive cross examination of those witnesses. Walmart and OPC will not file testimony addressing Gulf's petition for cost recovery in Docket No. 20200092-EI. Upon the admission of Gulf's testimony and exhibits into the evidentiary record as specified in this paragraph, the Parties agree as provided in paragraphs 13 through 22, below.
13. The Parties agree that Gulf's 2021 SPPCRC Factors are consistent with the Settlement approved by the Commission on August 10, 2020.
14. The Parties agree that, pursuant to the Settlement approved by the Commission on August 10, 2020, Gulf's 2021 SPPCRC Factors are a demand charge (\$/kW) for rate classes that have base rate demand charges.

15. The Parties agree that Gulf's costs included for recovery in the 2021 SPPCRC Factors are consistent with Gulf's 2020-2029 SPP as modified by the Settlement approved by the Commission on August 10, 2020.
16. The Parties agree that the record supports a Commission finding that Gulf's SPP projects projected to be performed during 2021, as provided in Gulf Exhibit MS-2 as corrected by the errata filed on August 14, 2020, are reasonable, consistent with Gulf's 2020-2029 SPP as modified by the Settlement approved by the Commission on August 10, 2020, and eligible for recovery through the 2021 SPPCRC Factors, subject only to a prudence review in the final true-up of the 2021 SPPCRC Factors.
17. The Parties agree that Gulf's calculation of the projected 2021 WACC to be applied to the 2021 SPPCRC capital investments, as provided in Gulf Exhibit LF-3, is consistent with Commission Order No. PSC-2020-0165-PAA-EU, Docket No. 20200118-EU, issued on May 20, 2020, and should be approved.
18. The Parties agree that Gulf's methodology for separating and allocating the costs to be recovered through the 2021 SPPCRC Factors is consistent with Gulf's Cost of Service Study in the most recent retail rate case in Docket No. 20160170-EI, and should be approved.
19. The Parties agree that there is an evidentiary basis to approve the implementation costs incurred for Gulf to manage and track SPP projects on an annual basis, and that those costs are reasonable and eligible for recovery through the 2021 SPPCRC Factors, subject only to a prudence review of actual implementation costs in the final true-up of the 2021 SPPCRC Factors.

20. The Parties agree that the record supports a Commission finding that Gulf's projected 2021 SPPCRC Factors, as shown on Form 5P to Appendix 1 of Gulf Exhibit RBD-1 as corrected by the errata filed on August 14, 2020, are reasonable and should be approved, subject to true-up in a future SPPCRC proceeding. The Parties retain the right to challenge the prudence of the actual SPP costs incurred by Gulf in the final true-up of the 2021 SPPCRC Factors.
21. The Parties agree that the effective date for billing purposes of Gulf's proposed 2021 SPPCRC Factors specified above shall be January 1, 2021, and continuing until modified by subsequent order of this Commission.
22. The Parties agree that nothing in this Agreement shall be construed to prevent any Party from challenging the reasonableness and/or prudence of SPP costs in any future SPPCRC proceedings.

OTHER PROVISIONS

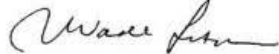
23. Nothing in the Agreement will have precedential value.
24. The provisions of the Agreement are contingent upon approval by the Commission in its entirety without modification. Except as expressly set out herein, no Party agrees, concedes, or waives any position with respect to any of the issues identified in the Prehearing Order, and this Agreement does not expressly address any specific issue or any position taken thereon. The Parties will support approval of the Agreement and will not request or support any order, relief, outcome, or result in conflict with it. No Party to the Agreement will request, support, or seek to impose a change to any provision of the

Agreement. Approval of the Agreement in its entirety will resolve all matters and issues in this docket. This docket will be closed effective on the date that the Commission Order approving this Agreement is final, and no Party to the Agreement will seek appellate review of any order issued in this docket.

25. The Parties agree that approval of the Agreement is in the public interest.
26. This Agreement may be executed in counterpart originals, and a scanned .pdf copy of an original signature shall be deemed an original. Any person or entity that executes a signature page to this Agreement shall become and be deemed a Party with the full range of rights and responsibilities provided hereunder, notwithstanding that such person or entity is not listed in the first recital above and executes the signature page subsequent to the date of this Agreement, it being expressly understood that the addition of any such additional Party(ies) shall not disturb or diminish the benefits of this Agreement to any current Party.

In Witness Whereof, the Parties evidence their acceptance and agreement with the provisions of this Agreement by their signature.

FLORIDA POWER & LIGHT COMPANY



By: _____
R. Wade Litchfield
Vice President and General Counsel
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408-0420

OFFICE OF PUBLIC COUNSEL

By: _____
J.R. Kelly
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111 West Madison Street, Room 812
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GULF POWER COMPANY

By: _____
Russell A. Badders
VP & Associate General Counsel
Gulf Power Company
One Energy Place
Pensacola, FL 32520

WALMART INC.

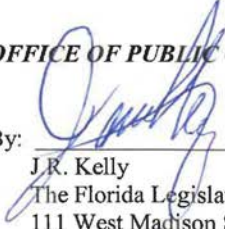
By: /s/Stephanie U. Eaton
Stephanie U. Eaton
Spilman Thomas & Battle, PLLC
110 Oakwood Drive, Suite 500
Winston-Salem, NC 27103

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By: _____
R. Wade Litchfield
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OFFICE OF PUBLIC COUNSEL

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GULF POWER COMPANY

By: _____
Russell A. Badders
VP & Associate General Counsel
Gulf Power Company
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Pensacola, FL 32520

WALMART INC.

By: /s/Stephanie U. Eaton _____
Stephanie U. Eaton
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110 Oakwood Drive, Suite 500
Winston-Salem, NC 27103

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FLORIDA POWER & LIGHT COMPANY

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By: *Russell A. Badders*
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WALMART INC.

By: */s/Stephanie U. Eaton*
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CERTIFICATE OF SERVICE
Docket Nos. 20200070, 20200071, 20200092

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished
by electronic service on this 27th day of August 2020 to the following:

<p>Shaw Stiller, Esquire Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399 sstiller@psc.state.fl.us <i>For Commission Staff</i></p>	<p>Office of Public Counsel c/o The Florida Legislature 111 West Madison Street, Room 812 Tallahassee, FL 32399-1400 kelly.ir@leg.state.fl.us rehwinkel.charles@leg.state.fl.us christensen.patty@leg.state.fl.us david.tad@leg.state.fl.us morse.stephanie@leg.state.fl.us fall-fry.mireille@leg.state.fl.us <i>For Office of Public Counsel</i></p>
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<p>John T. Burnett Vice President and Deputy General Counsel Christopher T. Wright Senior Attorney Florida Power & Light Company 700 Universe Boulevard Juno Beach, FL 33408-0420 Phone: 561-691-7144 Fax: 561-691-7135 Email: john.t.burnett@fpl.com Email: christopher.wright@fpl.com For Florida Power & Light Company</p>	<p>James D. Beasley J. Jeffrey Wahlen Malcolm M. Means Ausley McMullen Post Office Box 391 Tallahassee, Florida 32302 Email: jbeasley@ausley.com Email: jwahlen@ausley.com Email: mmeans@ausley.com</p> <p>Ms. Paula K. Brown Regulatory Affairs P. O. Box 111 Tampa FL 33601-0111 regdept@tecoenergy.com For Tampa Electric Company</p>
<p>Jon C. Moyle, Jr. Karen A. Putnal Moyle Law Firm, P.A. 118 North Gadsden Street Tallahassee, Florida 32301 Telephone: (850) 681-3828 Facsimile: (850) 681-8788 jmoyle@moylelaw.com kputnal@moylelaw.com mqualls@moylelaw.com For Florida Industrial Power Users Group</p>	<p>Stephanie U. Eaton Spilman Thomas & Battle, PLLC 110 Oakwood Drive, Suite 500 Winston-Salem, NC 27103 seaton@spilmanlaw.com</p> <p>Derrick Price Williamson Spilman Thomas & Battle, PLLC 1100 Bent Creek Boulevard, Suite 101 Mechanicsburg, PA 17050 dwilliamson@spilmanlaw.com For Walmart Inc.</p>
<p>James W. Brew Laura Wynn Baker Stone Mattheis Xenopoulos & Brew, PC 1025 Thomas Jefferson Street, NW Suite 800 West Washington, DC 20007-5201 jbrew@smxblaw.com lwb@smxblaw.com For PCS Phosphate - White Springs</p>	

/s/Christopher T. Wright
 Christopher T. Wright
 Fla. Auth. House Counsel No. 1007055
 Florida Power & Light Company
 700 Universe Boulevard (JB/LAW)
 Juno Beach, Florida 33408

Attorney for Florida Power & Light Company