

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Storm Protection Plan Cost Recovery  
Clause

Docket No. 20200092-EI

Filed August 27, 2020

**JOINT MOTION OF THE OFFICE OF PUBLIC COUNSEL,  
FLORIDA POWER & LIGHT COMPANY, GULF POWER COMPANY,  
WALMART INC. FOR EXPEDITED APPROVAL OF A  
STIPULATION AND SETTLEMENT AGREEMENT**

Pursuant to Rule 28-106.204(1), Florida Administrative Code (“F.A.C.”), the Office of Public Counsel (“OPC”), Florida Power & Light Company (“FPL”), Gulf Power Company (“Gulf”), and Walmart Inc. (“Walmart”) (unless the context clearly requires otherwise, the term “Party” or “Parties” means a signatory to this Joint Motion), by and through their respective undersigned counsel, hereby file this Joint Motion and request that the Florida Public Service Commission (“Commission”) review and approve on an expedited basis the Stipulation and Settlement Agreement (“Agreement”), provided as Attachment A to this Joint Motion, as a full and complete resolution of all remaining matters for FPL and Gulf in Docket No. 20200092-EI in accordance with Section 120.57(4), Florida Statutes (“F.S.”), and enter a final order reflecting such approval to effectuate implementation of the Agreement. In support of this motion, the Parties jointly state as follows:

1. 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. Therein, 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. The Florida Legislature also

directed the 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.

2. 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. Rule 25-6.031(2), 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. Further, 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.

3. On March 3, 2020, the Commission opened Docket No. 20200070-EI for the Gulf SPP and Docket No. 20200071-EI for the FPL SPP. On March 13, 2020, the Commission opened Docket No. 20200092-EI for the SPPCRC proceedings for all Investor Owned Utilities.

4. On April 10, 2020, FPL filed its Petition requesting Commission approval of the 2020-2029 SPP in Docket No. 2020071.

5. On April 10, 2020, Gulf filed its Petition requesting Commission approval of the 2020-2029 SPP in Docket No. 20200070.

6. 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 (Exs. MJ-1 and MJ-2), Liz Fuentes (Exs. LF-1 through LF-3), and Renae B. Deaton (Ex. RBD-1). 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.

7. 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 (Exs. MS-1 and MS-2), Liz Fuentes (Exs. LF-1 through LF-3), and Renae B. Deaton (Ex. RBD-1). 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.

8. The parties have engaged in extensive discovery in both the SPP and SPPCRC dockets. Through this process, the Parties thoroughly reviewed and evaluated FPL’s and Gulf’s 2020-2029 SPPs and 2021 SPPCRC Factors.

9. 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 resolves significant matters in the SPPCRC proceeding, Docket No. 20200092-EI. The Commission voted to approve the Settlement without modification at a hearing held on August 10, 2020.

10. The Commission-approved Settlement fully resolved the issue of whether the FPL and Gulf SPP costs to be recovered through the 2021 SPPCRC Factors in Docket No. 20200092-EI will include costs recovered through base rates. All other potential issues in Docket No. 20200092-EI were reserved in the Settlement for further review by the Parties; however, the Parties committed in their Joint Motion to work in earnest to review and, if possible, stipulate and settle any remaining issues in the SPPCRC docket, Docket No. 20200092-EI.

11. After an extensive review and evaluation of FPL’s and Gulf’s 2021 SPPCRC Factors and supporting schedules, as corrected by the errata submitted on August 14, 2020, the Parties ultimately entered into the proposed Agreement to resolve all remaining issues for FPL and Gulf in Docket No. 20200092-EI and agreed 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 the proposed Agreement. The Parties hereby jointly request that the Commission review and approve the Agreement in its entirety and without modification.

12. The Commission has a “long history of encouraging settlements, giving great weight and deference to settlements, and enforcing them in the spirit in which they were reached by the parties.” *Re Florida Power & Light Company*, Docket No. 20050045-EI, Order No. PSC-2005-0902-S-EI (FPSC Sept. 14, 2005). The proper standard for the Commission's approval of a settlement agreement is whether it is in the public interest. *Sierra Club v. Brown*, 243 So.3d 903, 910-913 (Fla. 2018) (citing *Citizens of State v. FPSC*, 146 So.3d 1143, 1164 (Fla. 2014)); *see also Gulf Coast Elec. Coop., Inc. v. Johnson*, 727 So.2d 259, 264 (Fla. 1999) (“[I]n the final analysis, the public interest is the ultimate measuring stick to guide the PSC in its decisions”).<sup>1</sup>

13. The proposed Agreement represents a reasonable compromise of competing positions and is a full and complete resolution of all remaining matters relating to FPL and Gulf in Docket No. 20200092. If approved by the Commission, the Agreement will establish a series of stipulations that eliminate all issues to be litigated in Docket No. 20200092-EI with regard to FPL and Gulf.

14. The terms of the proposed Agreement acknowledge the collaborative and constructive results of the Settlement approved by the Commission on August 10, 2020, and reflect

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<sup>1</sup> The Florida Supreme Court has explained that the “determination of what is in the public interest rests exclusively with the Commission.” *Citizens*, 146 So.3d at 1173. The Commission has broad discretion in deciding what is in the public interest and may consider a variety of factors in reaching its decision. *See Re The Woodlands of Lake Placid L.P.*, Docket No. 20030102-WS, Order No. PSC-2004-1162-FOF-WS, p. 7, (FPSC Nov. 22, 2004); *In Re: Petition for approval of plan to bring generating units into compliance with the Clean Air Act by Gulf Power Company*, Docket No. 19921155-EI, Order No. PSC-1993-1376-FOF-EI, p. 15 (FPSC Sept. 20, 2003). However, the Commission is not required to resolve the merits of every issue independently. *Sierra Club*, 243 So.3d at 913 (citing *Citizens*, 146 So.3d at 1153). Rather, a “determination of public interest requires a case-specific analysis based on consideration of the proposed settlement taken as a whole.” *In re: Petition for Rate Increase by Gulf Power Co.*, Docket No. 20160186-EI, Order No. PSC-2017-0178-S-EI, 2017 WL 2212158, at \*6 (FPSC May 16, 2017).

the Parties' assessments of their respective litigation positions on the remaining potential issues, as well as their efforts to reach a reasonable and mutually acceptable compromise. The Parties entered into the proposed Agreement, each for their own reasons, but all in recognition that the cumulative total of the regulatory activity before the Commission – now and for the rest of 2020 and through 2021 – is anticipated to be greater than normal.

15. To maximize the administrative and regulatory efficiency benefits inherent in the proposed Agreement for the Parties, Staff, and the Commission, the Parties joint request that the Commission consider this Agreement as soon as its schedule permits, but in any event prior to the need to conduct extensive discovery in this docket and, if possible, before the September 4, 2020 date for Intervenors' testimony. The Parties will cooperate fully with Staff and will provide, in a timely manner, whatever information is necessary to enable Commission review of the Stipulation and Settlement Agreement.

16. Based on the foregoing, the Agreement represents a reasonable compromise of divergent positions and fully resolves all of the remaining issues for FPL and Gulf in Docket No. 20200092. Considered as a whole, the Agreement fairly and reasonably balances the interests of customers and the utilities, and is consistent with the stated purpose and intent of Section 366.96, F.S. Approving the Agreement is consistent with the Commission's long-standing policy of encouraging the settlement of contested proceedings in a manner that benefits the customers of utilities subject to the Commission's regulatory jurisdiction. Accordingly, the Agreement is in the public interest and should be approved.

17. Pursuant to Rule 28-106.204(3), F.A.C., the Parties have conferred with counsel for Duke Energy Florida, Tampa Electric Company, the Florida Industrial Power Users Group ("FIPUG"), and White Springs Agricultural Chemicals, Inc. d/b/a PCS Phosphate – White Springs ("PCS"). Each of these entities have advised that they take no position on the Agreement.

Notwithstanding, the Parties jointly submit that the proposed Agreement is in the public interest and should be approved in its entirety for the reasons stated above.<sup>2</sup>

WHEREFORE, for all the reasons stated above, the Office of Public Counsel, Florida Power & Light Company, Gulf Power Company, and Walmart Inc. jointly and respectfully request that the Florida Public Service Commission expeditiously approve the Stipulation and Settlement Agreement provided as Attachment A to this Joint Motion.

[SIGNATURES ON NEXT PAGE]

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<sup>2</sup> The Florida Supreme Court has affirmed that the Commission has the authority and discretion to approve a non-unanimous settlement over the objections of intervenors if the Commission finds the settlement is in the public interest. *Citizens*, 146 So.3d at 1152-54; *see also S. Fla. Hosp. & Healthcare Ass'n v. Jaber*, 887 So.2d 1210, 1212-13 (Fla. 2004) (affirming the Commission's approval of a non-unanimous settlement agreement despite the absence of a full evidentiary hearing). The Florida Supreme Court has explained that "it would be unreasonable to allow a single holdout party that does not get its way on one issue during settlement negotiations to derail the entire settlement process if settlement is fully in the public's interest all along." *Sierra Club*, 243 So.3d at 913.

Respectfully submitted this 27th day of August, 2020,

By: /s/Christopher T. Wright

John T. Burnett  
VP and Deputy General Counsel  
Christopher T. Wright  
Senior Attorney  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408-0420

***FOR FLORIDA POWER &  
LIGHT COMPANY***

By: /s/Patricia A. Christensen

Patricia A. Christensen  
Office of Public Counsel  
c/o The Florida Legislature  
111 West Madison Street, Rm. 812  
Tallahassee, FL 32399-1400

***FOR OFFICE OF PUBLIC COUNSEL***

By: /s/Russell A. Badders

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

Jason A. Higginbotham  
Senior Attorney  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408-0420

***FOR GULF POWER COMPANY***

By: /s/Stephanie U. Eaton

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

Derrick Price Williamson  
Spilman Thomas & Battle, PLLC  
1100 Bent Creek Boulevard, Suite  
101  
Mechanicsburg, PA 17050

***FOR WALMART INC.***

**ATTACHMENT A**  
**STIPULATION AND SETTLEMENT AGREEMENT**



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Storm Protection Plan Cost Recovery  
Clause

Docket No. 20200092-EI

Filed August 27, 2020

**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**

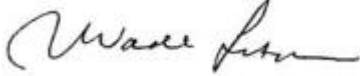
23. Nothing in the Agreement will have precedential value.
24. The provisions of the Agreement are contingent upon approval by the Commission in its entirety without modification. Except as expressly set out herein, no Party agrees, concedes, or waives any position with respect to any of the issues identified 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  
The Florida Legislature  
111 West Madison Street, Room 812  
Tallahassee, FL 32899-1400

**GULF POWER COMPANY**

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

**WALMART INC.**

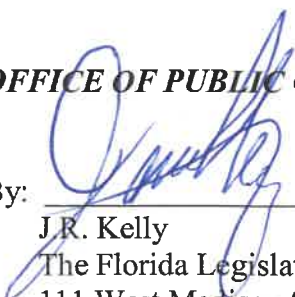
By: /s/Stephanie U. Eaton  
Stephanie U. Eaton  
Spilman Thomas & Battle, PLLC  
110 Oakwood Drive, Suite 500  
Winston-Salem, NC 27103

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  
The Florida Legislature  
111 West Madison Street, Room 812  
Tallahassee, FL 32899-1400

**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

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  
The Florida Legislature  
111 West Madison Street, Room 812  
Tallahassee, FL 32899-1400

**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

**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  <a href="mailto:sstiller@psc.state.fl.us">sstiller@psc.state.fl.us</a>  <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  <a href="mailto:kelly.jr@leg.state.fl.us">kelly.jr@leg.state.fl.us</a>  <a href="mailto:rehwinkel.charles@leg.state.fl.us">rehwinkel.charles@leg.state.fl.us</a>  <a href="mailto:christensen.patty@leg.state.fl.us">christensen.patty@leg.state.fl.us</a>  <a href="mailto:david.tad@leg.state.fl.us">david.tad@leg.state.fl.us</a>  <a href="mailto:morse.stephanie@leg.state.fl.us">morse.stephanie@leg.state.fl.us</a>  <a href="mailto:fall-fry.mireille@leg.state.fl.us">fall-fry.mireille@leg.state.fl.us</a>  <i>For Office of Public Counsel</i></p>
<p>John T. Burnett          Vice President and Deputy General Counsel          Jason A. Higginbotham          Senior Attorney          Florida Power &amp; Light Company          700 Universe Boulevard          Juno Beach, FL 33408-0420          Email: <a href="mailto:john.t.burnett@fpl.com">john.t.burnett@fpl.com</a>          Email: <a href="mailto:jason.higginbotham@fpl.com">jason.higginbotham@fpl.com</a></p> <p>Russell A. Badders          Vice President &amp; Associate General Counsel          Gulf Power Company          One Energy Place          Pensacola, FL 32520          Email: <a href="mailto:russell.badders@nexteraenergy.com">russell.badders@nexteraenergy.com</a>  <i>For Gulf Power Company</i></p>	<p>Dianne M. Triplett          Deputy General Counsel          Duke Energy Florida, LLC          299 First Avenue North          St. Petersburg, FL 33701          E: <a href="mailto:Dianne.Triplett@Duke-Energy.com">Dianne.Triplett@Duke-Energy.com</a></p> <p>Matthew R. Bernier          Associate General Counsel          Duke Energy Florida, LLC          106 E. College Avenue, Suite 800          Tallahassee, FL 32301          E: <a href="mailto:Matthew.Bernier@Duke-Energy.com">Matthew.Bernier@Duke-Energy.com</a>  <a href="mailto:FLRegulatoryLegal@Duke-Energy.com">FLRegulatoryLegal@Duke-Energy.com</a>  <i>For Duke Energy Florida, LLC</i></p>

<p>John T. Burnett  Vice President and Deputy General Counsel  Christopher T. Wright  Senior Attorney  Florida Power &amp; Light Company  700 Universe Boulevard  Juno Beach, FL 33408-0420  Phone: 561-691-7144  Fax: 561-691-7135  Email: <a href="mailto:john.t.burnett@fpl.com">john.t.burnett@fpl.com</a>  Email: <a href="mailto:christopher.wright@fpl.com">christopher.wright@fpl.com</a>  <b><i>For Florida Power &amp; Light Company</i></b></p>	<p>James D. Beasley  J. Jeffrey Wahlen  Malcolm M. Means  Ausley McMullen  Post Office Box 391  Tallahassee, Florida 32302  Email: <a href="mailto:jbeasley@ausley.com">jbeasley@ausley.com</a>  Email: <a href="mailto:jwahlen@ausley.com">jwahlen@ausley.com</a>  Email: <a href="mailto:mmeans@ausley.com">mmeans@ausley.com</a></p> <p>Ms. Paula K. Brown  Regulatory Affairs  P. O. Box 111  Tampa FL 33601-0111  <a href="mailto:regdept@tecoenergy.com">regdept@tecoenergy.com</a>  <b><i>For Tampa Electric Company</i></b></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  <a href="mailto:jmoyle@moylelaw.com">jmoyle@moylelaw.com</a>  <a href="mailto:kputnal@moylelaw.com">kputnal@moylelaw.com</a>  <a href="mailto:mqualls@moylelaw.com">mqualls@moylelaw.com</a>  <b><i>For Florida Industrial Power Users Group</i></b></p>	<p>Stephanie U. Eaton  Spilman Thomas &amp; Battle, PLLC  110 Oakwood Drive, Suite 500  Winston-Salem, NC 27103  <a href="mailto:seaton@spilmanlaw.com">seaton@spilmanlaw.com</a></p> <p>Derrick Price Williamson  Spilman Thomas &amp; Battle, PLLC  1100 Bent Creek Boulevard, Suite 101  Mechanicsburg, PA 17050  <a href="mailto:dwilliamson@spilmanlaw.com">dwilliamson@spilmanlaw.com</a>  <b><i>For Walmart Inc.</i></b></p>
<p>James W. Brew  Laura Wynn Baker  Stone Mattheis Xenopoulos &amp; Brew, PC  1025 Thomas Jefferson Street, NW  Suite 800 West  Washington, DC 20007-5201  <a href="mailto:jbrew@smxblaw.com">jbrew@smxblaw.com</a>  <a href="mailto:lwb@smxblaw.com">lwb@smxblaw.com</a>  <b><i>For PCS Phosphate - White Springs</i></b></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*