

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In re: Review of Storm Protection Plan,
pursuant to Rule 25-6.030, F.A.C., Florida
Power & Light Company**

DOCKET NO. 20220051

Filed: May 25 2022

**SOUTHERN ALLIANCE FOR CLEAN ENERGY'S MOTION FOR LEAVE
TO FILE AN AMENDED PETITION TO INTERVENE**

Pursuant to Florida Rule of Civil Procedure 1.190(a), Sections 120.569, 120.57, Florida Statutes, and Rules 28-106.205, and 28-106.204 Florida Administrative Code, Southern Alliance for Clean Energy ("SACE"), through its undersigned counsel, files its Motion for Leave to File an Amended Petition to Intervene ("Motion"). In support thereof, SACE states as follows:

1. On May 19, 2022, SACE filed a petition to intervene ("Petition") in the above captioned docket. On May 23, 2022 Florida Power and Light Company ("FPL") filed a response opposing SACE's Petition and requesting that the Commission deny the Petition. FPL's response mischaracterizes SACE's allegations in its Petition regarding its substantial interests and associational standing rights in this docket. In order to aid the Commission in making a fully informed determination on SACE's right to participate as a party in this docket, SACE moves the Commission for leave to file SACE's Amended Petition to Intervene ("Amended Petition") that further supports and clarifies SACE's substantial interests and associational standing rights in this docket.

2. Florida Rules of Civil Procedure 1.190(a) states the following:

A party may amend a pleading once as a matter of course at any time before a responsive pleading is served or, if the pleading is one to which no responsive pleading is permitted and the action has not been placed on the trial calendar, may so amend it at any time within 20 days after it is served. Otherwise a party may amend a pleading only by leave of court or by written consent of the adverse party. If a party files a motion to amend a pleading, the party shall attach the proposed amended pleading to the motion. **Leave of court shall be given freely when justice so requires.** A party shall plead in response to an amended pleading within 10 days after service of the amended pleading unless the court otherwise orders. (emphasis added) R. Civ. P. 1.190 (a), March 31, 2022.

Leave of the Commission must be given freely when justice so requires. SACE has attached the Amended Petition to this Motion. Case law on granting a motion for leave to amend, when justice so requires, strongly supports granting SACE's Motion.

3. "It is the public policy of this state to freely allow amendments to pleadings so that cases may be resolved upon their merits." Adams v. Knabb Turpentine Co., 435 So. 2d 944,946 (Fla. 1st DCA 1983). Courts should be especially liberal when leave to amend "is sought at or before a hearing on a motion for summary judgment." Montero v. Compugraphic Corp., 531 So.2d 1034, 1036 (Fla 3d DCA 1988). As a general rule, all doubts should be resolved in favor of allowing the amendment and refusal to do so generally constitutes an abuse of discretion unless it clearly appears that allowing the amendment would prejudice the opposing party, the privilege to amend has been abused, or amendment would be futile. (emphasis added) Yun Enters., Ltd. v. Graziani, 840 So.2d 420, 422-23 Fla. 5th DCA 2003). SACE's Motion should be granted because it meets this three-part test as its Amended Petition does not prejudice any party; the privilege to amend has not been abused; and the amendment is clearly not futile.

4. The cases that have analyzed this prejudice element have primarily been in respect to the defendant's ability to prepare for the new allegations prior to trial on

the merits. For instance, in Frenz Enterprises, Inc. v. Port Everglades, 746 So.2d 498 (Fla 4th DCA 1999) , Designers Tile International Corp. v. Capitol C Corp., 499 So.2d 4 (Fla. 3d DCA 1986) amendments were not allowed which proposed to add new and different causes of action either during trial or after the trial had been completed. SACE's Motion does not prejudice FPL, or any party, in any way as it does not change any basic issues in the case, nor directly implicate any issues in the case other than SACE's standing to participate in the case. The Amended Petition merely clarifies and provides further support for SACE's allegations regarding its substantial interests and associational standing. As an intervenor, SACE would take the case as it finds it.

5. SACE's Motion is not an abuse of the amendment process. The case is in its early stages and there have been no prior requests to amend. While there is no magical number of amendments which are allowed, Courts have previously observed that with amendments beyond the third attempt, dismissal with prejudice is generally not an abuse of discretion. Kohn v. City of Miami Beach, 611 So.2d 538 (Fla. 3d DCA 1992). This is SACE's first motion to amend its petition and it's a reasonable request that provides additional support and clarification of SACE's substantial interests and associational standing rights in this docket. Since this is SACE's first amendment and a genuine effort to aid the Commission on rendering a decision on SACE standing to participate in the proceeding, SACE's Motion is not an abuse of the amendment process.

6. Finally, SACE's Motion is clearly not futile. The Amended Petition attached to the Motion provides further support and clarification of SACE's members' already substantial economic interest in this proceeding. SACE has participated in numerous proceedings before the Commission and has a history of bringing added value

to Commission proceedings. Those proceedings, like this one, have affected SACE members' economic interests. The purpose of SACE in its bylaws is to is to advocate for energy plans, policies, and systems that best serve the environmental, public health, and economic interest of communities in the Southeast, including Florida, and recovery of costs associated with such plans, policies and systems. The Amended Petition makes a compelling case for granting party status to SACE in this docket.

7. The Commission has a long history of being a collegial and inclusive body in adjudicatory matters before it. SACE's Motion meets the requirements of the Rules of Civil Procedure and the associated case law-established tests, justice so requires that it be granted.

8. Pursuant to R. 28-106.204, F.A.C., SACE has reached out to confer with the counsel of FPL, OPC, and FIPUG, and can represent that OPC has no objection, FPIUG takes no position, and FPL opposes SACE's proposed motion and reserves the right to respond upon receipt.

WHEREFORE, SACE respectfully requests that the Commission enter an order granting it its Motion for Leave to File an Amended Petition to Intervene in the above-styled docket.

RESPECTFULLY SUBMITTED this 25th day of May, 2022

/s/ George Cavros
George Cavros
Southern Alliance for Clean Energy
120 E. Oakland Park Blvd., Suite 105
Fort Lauderdale, FL 33334
(954) 295-5714

Counsel for Petitioner
Southern Alliance for Clean Energy

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy and correct copy of the foregoing was served on this 25th day of May, 2022 via electronic mail on:

Jacob Imig Theresa Tan Walter Trierweiler Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399 jimig@psc.state.fl.us ltan@psc.state.fl.us wtrierwe@psc.state.fl.us	Charles Rehwinkel, Stephanie Morse, Richard Gentry Office of Public Counsel c/o The Florida Legislature 111 W. Madison Street, Room 812 Tallahassee, FL 32399-1400 rehwinkel.charles@leg.state.fl.us stephane.morse@leg.state.fl.us gentry.richard@leg.state.fl.us
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/s/ George Cavros
Attorney

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Pursuant to Florida Rule of Civil Procedure 1.190(a), Sections 120.569, 120.57, Florida Statutes, and Rule 28-106.205, Florida Administrative Code, Southern Alliance for Clean Energy (“SACE”), through its undersigned counsel, files its Amended Petition to Intervene (“Amended Petition”). SACE’s filed a Petition to Intervene on May 19, 2022 (“Petition”) The purpose of the Amended Petition (“Amended Petition”) is to provide further support for and clarify SACE’s substantial interests and associational standing rights in the above captioned proceeding (in Sections IV, V, and VI and attachments); and correct the position of the parties on the initial Petition (Section IX). In support thereof SACE states the following:

I. AGENCY AFFECTED

1. The name and address of the agency affected by this petition is:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

II. IDENTIFICATION OF THE INTERVENORS AND THEIR COUNSEL

2. The name and address of Petitioner is:

Southern Alliance for Clean Energy

P.O. Box 1842
Knoxville, Tennessee 37901
Telephone: (865) 637-6055

3. The name and address of counsel for Petitioner, authorized to receive all notices, pleadings, and other communications in this docket is:

George Cavros
Southern Alliance for Clean Energy
120 E. Oakland Park Blvd., Suite 105
Fort Lauderdale, Florida 33334
(954) 295-5714
george@cavros-law.com

III. RECEIPT OF NOTICE OF AGENCY'S PROPOSED ACTION

4. SACE received notice of the Florida Public Service Commission's ("Commission") action through the filing of the Florida Power and Light Company ("FPL") petition for approval of its 2023-2032 Storm Protection Plan ("Plan") in this docket on April 11, 2022.

IV. SACE'S SUBSTANTIAL INTERESTS

5. SACE is a non-profit corporation organized under the laws of Tennessee and authorized to conduct operations in the State of Florida. The purpose of SACE, as explicitly stated in its bylaws, is to advocate for energy plans, policies, and systems that best serve the environmental, public health, and economic interest of communities in the Southeast, including Florida, and recovery of costs associated with such plans, policies and systems.¹ SACE's guiding mission is to promote responsible and equitable energy choices to ensure clean, safe, and healthy communities throughout the Southeast, including Florida. SACE has staff working in Florida to advance energy choices that best serve the economic, environmental, and public health interests of all customers, including those that are SACE members. There are a substantial number of SACE

¹ Bylaws of Southern Alliance for Clean Energy, Article II, 2017

members, residing in FPL's service territory, 207 members, who are ratepayers and dedicated to advancing SACE's purpose. To further its purpose, SACE has been granted party status and engaged in numerous dockets regarding energy plans and policies that impact the economic interests of customers, including those who are SACE members. These dockets most recently included the FPL 2021 base rate case, *In re: Petition for Rate Increase by Florida Power and Light Company* - Docket No. 20210015. In that docket, the Commission acknowledged SACE's purpose to advance plans that serve the best interest of its members. The Commission order granting SACE party status in relevant part stated the following:

Florida Public Service Commission, Order No. PSC-2021-0136-PCO-EI, April 16, 2021 ("Based upon a review of the materials provided by SACE, it appears that SACE meets the associational standing test established in *Florida Home Builders*. With respect to the first prong of the associational standing test, SACE asserts that a substantial number of its members are located in FPL's and Gulf's service areas and receive retail electric service from FPL and Gulf, for which they are charged FPL's/Gulf's applicable service rates. Accordingly, SACE states that its members will be substantially affected by this Commission's determination in this rate and base rate consolidation proceeding. As to the second prong, the subject matter of this proceeding falls within the purview of SACE's general scope of interest and activity related to advocacy for its Florida members through its advocacy for equitable utility policies and rates. As for the third prong of the associational standing test, SACE seeks intervention in this docket to represent the interests of its members as SACE is seeking a decision in this proceeding that considers SACE's interests and the interests of SACE's members. The relief requested by SACE is of a type appropriate for an association to obtain on behalf of its members. Because SACE meets the three-prong associational standing test established in *Florida Home Builders*, SACE's petition for intervention shall be granted.") (emphasis added).

Order No. PSC-2021-0136-PCO-EI, April 16, 2021

Hence, recent precedent exists where SACE was granted standing to participate in a case to protect the economic interests of its members. Additionally, SACE was a signatory to a settlement agreement in that docket that resolved a number of issue, including transmission infrastructure

improvement plans and associated costs. Transmission and distribution infrastructure improvements are also the subject matter of this docket.

V. STATEMENT OF AFFECTED INTERESTS

6. The Commission's actions in this docket will necessarily affect the rates that FPL customers will pay, including FPL customers that are SACE members. Rule 25-6.030 requires utilities to provide capital and operating costs and a cost benefit analysis of storm protection projects.² FPL is seeking approval of its Plan and associated programs in this docket, including a new Winterization Programs with a projected cost of \$215 million.³ If the Plan is approved, FPL's "actions to implement the Plan cannot constitute or be evidence of imprudence" in subsequent cost recovery proceedings.⁴ At a minimum, the actions in this docket will determine the scope of cost recovery sought in the Storm Protection Plan Cost Recovery Clause docket. Therefore, this is the appropriate docket for SACE to intervene to protect its members' economic interests because this is the docket where the Commission will decide to approve, approve with modification, or deny the FPL Plan. If approved, such approval will provide a cloak of prudence, in subsequent cost recovery proceedings, to actions and reasonable costs incurred to implement the Plan. The Commission recognized this fact when it recently approved FIPUG's petition to intervene in this docket in Order No. PSC-2022-0187-PCO-EI. In relevant part, the order states the following:

By petition dated May 5, 2022, the Florida Industrial Power Users Group (FIPUG) requested permission to intervene in this proceeding. FIPUG alleges that any decisions made by the Commission regarding rate recovery of the costs associated with any programs and projects in FPL's storm protection plan will directly impact the rates that FIPUG members will have to pay for Commission-approved improvements in the plan.

² R. 25-6.030(3)(d)3,4. F.A.C.

³ FPL, *Direct Testimony of Michael Jarro*, Exhibit MJ-1, p. 52-57, April 11, 2022.

⁴ Section 366.96(7), Fla. Stat. ("After a utility's transmission and distribution storm protection plan has been approved, proceeding with actions to implement the plan shall not constitute or be evidence of imprudence.")

Based on the above representations, FIPUG meets the first prong of *Agrico* in that the amount it pays in electric rates may ultimately be affected by this proceeding. In addition, FIPUG meets the second prong of *Agrico* because: (1) the purpose of this proceeding is to determine whether it is in the public interest to approve, approve with modification, or deny FPL's transmission and distribution storm protection plan; (2) in turn, such decisions will affect the scope of the cost recovery FPL may seek pursuant to Section 366.96(7), F.S.; and finally (3) the scope of such cost recovery will determine the rates paid by ratepayers such as FIPUG. Based on the foregoing, FIPUG meets both prongs of *Agrico* and has standing to intervene. Order No. PSC-2022-0187-PCO-EI, p. 1, 2.

SACE seeks to protect the exact same substantial interests for its members in this docket. The Commissions actions in this docket will affect the scope of costs in subsequent cost recovery proceedings and will determine the rates paid by customers, such as SACE members. SACE's purpose to advance plans that best serve the economic interest of customers, including SACE members, aligns perfectly with the rationale for finding FIPUG has standing to intervene in this docket. The meaning of the SACE's bylaws are plain on their face. FPL has submitted a Plan. SACE intends, consistent with its bylaws, to protect the economic interest of its members related to that Plan.

7. Moreover, FPL's Winterization Programs are new programs predicated on a new extreme winter peak demand load forecast. Of particular interest to SACE is to examine, with all the rights of a party, the cost and benefits of the newly proposed Winterization Programs on behalf of its members, including the validity of the underlying weather and load forecasts. SACE staff have significant experience in resource planning and forecasts. The decision rendered in this docket on these programs implicates rates, system reliability and potentially the health and safety benefits of reducing power outages during potential extreme winter weather events. While SACE is generally supportive grid improvement, they must be necessary and cost-effective. In other words, the benefits of FPL's reliability improvements must be greater than the costs. Both the cost

and the benefit side of the equation is of particular interest to SACE and its members as it affects their economic interests and can potentially affect the health and safety of its members during extreme winter weather events.

8. These are exactly the type of interests this proceeding is designed to protect for associations such as SACE. To establish standing as an association representing its members' substantial interests, an association such as SACE must demonstrate three things: (1) that a substantial number of its members are substantially affected by the agency's decisions; (2) that the intervention by the association is within the association's general scope of interest and activity; and (3) that the relief requested is of a type appropriate for an association to obtain on behalf of its members. *Florida Home Builders Association v. Department of Labor and Employment Security*, 412 So. 2d 351, 353-54 (Fla. 1982), and *Farmworker Rights Organization, Inc. v. Department of Health and Rehabilitative Services*, 417 So. 2d 753, 754 (Fla. 1st DCA 1982), which is based on the basic standing principles established in *Agrico Chemical Company v. Department of Environmental Regulation*, 406 So. 2d 478, 481-82 (Fla. 2d DCA 1981). SACE satisfies all of the associational standing requirements. A substantial number of the SACE's members are located in the FPL service territory, over 200 members, and receive and are billed for electricity service. The Commission actions in this docket will affect the scope of the cost recovery that FPL will seek in pursuant to Section 366.96(7) and the scope of such cost recovery will determine the rates paid by ratepayers, such as SACE members. The Commission has recognized, in Order No. PSC-2022-0187-PCO-EI, that this exact interest is appropriate for organization to seek on behalf of their members in this docket. Hence, SACE members' economic interests will be directly and substantially affected by the scope of the cost recovery flowing from the proposed FPL Plan. Moreover, SACE, consistent with its bylaws, has a long history of representing its members'

economic interests before the Commission on energy plans and policies – including most recently in the FPL base rate plan docket where SACE was a signatory to a settlement agreement that resolved a number of issues, including transmission infrastructure improvement costs.⁵ SACE is particularly interested in the cost-effectiveness of grid improvements alleged to increase reliability and reduce power outages in a potential extreme winter weather. While these improvements can provide community reliability benefits, and health and safety benefits, they must be necessary and cost-effective. The granting of party status to SACE will allow it to explore the efficacy of these investments. Therefore, the plans and policies that FPL is proposing in this docket are well within the general scope of SACE's stated purpose in its bylaws. Finally, the requested relief - intervention in this case – a case that substantially affects its members' economic interests and potentially its health and safety interests, is appropriate for SACE to seek on behalf its members.

9. SACE is explicitly authorized by its bylaws to represent the interests of its members in legal actions, including formal administrative actions such as in this docket. The unique economic and potential public health interests of SACE's members cannot be adequately represented by any other party in this docket. This petition for intervention is timely and will not unduly delay or prejudice the rights of other parties. SACE takes the case as it finds it.

VI. STATEMENT OF DISPUTED ISSUES OF FACT

SACE reserves the right to add additional issues in accordance with the Commission's rules, the Order Establishing Procedure, or any other Commission order.

- Whether the Plan's proposed Winterization Programs are necessary and cost effective;
- To what extent the Plan is expected to reduce restoration costs and outage times associated with extreme weather events and enhance reliability;

⁵ See Order No. PSC-2021-0446-S-EI.

VII. STATEMENT OF ULTIMATE FACT

SACE's allegations of ultimate facts include, but are not limited to: FPL's proposed 2023-2032 Plan projects must be necessary to address legitimate reliability needs and be cost-effective.

VIII. STATUTES AND RULES THAT REQUIRE THE RELIEF REQUESTED

10. The rules and statutes that entitle SACE to intervene and participate in this case include, but are not limited to, the following:

- a. §120.569, Fla. Stat.;
- b. § 120.57, Fla. Stat.;
- c. § 366.96, Fla. Stat.; and
- d. R. 28-106.205, F.A.C.

IX. CONFERRAL WITH OTHER PARTIES

11. Pursuant to R. 28-106.204, F.A.C., SACE has reached out to confer with the counsel of FPL, OPC, and FIPUG, and can represent that OPC and FIPUG have no objection and FPL takes no position at this time and reserves the right to respond to SACE's petition once it has been filed.

X. RELIEF SOUGHT

12. WHEREFORE, SACE respectfully requests that the Commission enter an order granting it leave to intervene in the above-styled docket as a full party, and further requests parties to provide the undersigned with all pleadings, testimony, evidence and discovery filed in the docket.

RESPECTFULLY SUBMITTED this 25th day of May 2022

/s/ George Cavros
George Cavros
Southern Alliance for Clean Energy
120 E. Oakland Park Blvd., Suite 105
Fort Lauderdale, FL 33334
(954) 295-5714

Counsel for Petitioner
Southern Alliance for Clean Energy

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy and correct copy of SACE's Amended Petition for Intervention was served on this 25th day of May, 2022 via electronic mail on:

Jacob Imig Theresa Tan Walter Trierweiler Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399 jimig@psc.state.fl.us ltan@psc.state.fl.us wtrierwe@psc.state.fl.us	Charles Rehwinkel, Stephanie Morse, Richard Gentry Office of Public Counsel c/o The Florida Legislature 111 W. Madison Street, Room 812 Tallahassee, FL 32399-1400 rehwinkel.charles@leg.state.fl.us stephane.morse@leg.state.fl.us gentry.richard@leg.state.fl.us
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/s/ George Cavros
Attorney

ATTACHMENTS



Bylaws of the Southern Alliance for Clean Energy- 501(c)3

Amended October 1, 2017

Article I NAME

Section 1 - Name

The name of the Corporation shall be the Southern Alliance for Clean Energy, hereinafter referred to as "SACE".

ARTICLE II PURPOSES

It shall be the purpose of SACE to perform educational research and programs concerning the environment, public health, and economic impacts of the energy use and policy in the Southeast; and to advocate for energy plans, policies, and systems that best serve the environmental, public health, and economic interest, including recovery of costs associated with such plans, policies and systems, of communities in the Southeast.

It shall also be the purpose of SACE to carry out civic engagement activities to increase citizen education and citizen participation in the electoral process in the Southeast. All civic engagement activities shall be limited to educational activities of the type conducted by an organization exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, as amended.

The organization may engage in education, advocacy, litigation and all other legal means to further the mission of SACE. The organization may engage in such activities that occur or have an impact outside of the geographical scope of the Southeast if such activities will further the mission of SACE.

The organization may engage in litigation if approved by a majority vote of the Board of Directors. The Board or a Committee thereof may establish additional procedures for obtaining such approval if it chooses. Litigation that has already commenced may be ratified by a majority vote of the Board of Directors, which will have the effect of providing approval as of the date of commencement of such litigation.

It shall also be the purpose of SACE to provide financial support for such activities carried out by the Southern Alliance for Clean Energy Action Fund, Inc., which are charitable, educational, and scientific purposes as defined in Section 501(c)3 of the Internal Revenue Code.

Article III
MEMBERS

Section 1 – Classes of Membership

1. SACE shall have two classes of membership: Voting Members and Nonvoting Members.
2. Voting Members of SACE shall be those members who pay dues, which will be set by resolution of the Board of Directors. Voting Members have the right to attend and to vote at Annual and Special Meetings of the members, as described in Article IV.
3. Nonvoting Members shall be those members who do not pay dues but who apply to become members of SACE or who meet other membership criteria as may be set from time to time by the Board of Directors related to participation in SACE advocacy or other activities. Nonvoting members have the right to attend Annual and Special Meeting of the members described in Article IV, but, notwithstanding the other provisions of Article IV, Nonvoting Members shall not have the right to vote on any matter coming before such a meeting, shall not have the right to call a Special Meeting, and shall not have the right to receive individual notice of Annual or Special Meetings. SACE will attempt to notify Nonvoting Members of any Annual or Special meeting of the members via general communications such as online notice of the meeting, but lack of such notice to Nonvoting Members will not alter the effect of any actions taken at such meeting.
4. Members may include individuals, non-profit organizations and businesses.

Section 2 – SACE shall communicate and involve its members by:

1. Periodically sending surveys to its membership to assess interest, involvement, awareness and to gather feedback;
2. Sending regular newsletter communications, which include opportunities to connect with the issues and work of SACE;
3. Sending action alerts to offer a means of involvement in the issues and work of SACE.

Section 3 — Resignation or Removal

1. A member may resign at any time. A voting member may be removed or

suspended due to non-payment of dues. A Nonvoting Member may be removed by any Officer of SACE for any reason without any process or right of appeal. A Voting Member may be removed or suspended for any reasons, subject to the following procedures:

2. The Voting Member is provided not less than fifteen (15) days prior written notice by first class or certified mail sent to the last address of the Voting Member shown on the corporation's records of the expulsion, suspension, or termination and the reasons therefore; and
3. The Voting Member is provided an opportunity to be heard, orally or in writing not less than five (5) days before the effective date of the expulsion, suspension or termination by a person or persons authorized to decide that the proposed expulsion, suspension or termination not take place.

ARTICLE IV

ANNUAL MEETINGS AND SPECIAL MEETINGS OF MEMBERS

Section 1 - Time and Place for Annual Meeting

SACE shall hold an annual meeting of its members. Provision shall be made for members who are unable to attend the annual meeting in person to listen via telephone conference or by other means, but only members attending the meeting in person may vote on matters before the meeting. A quorum shall consist of one-tenth of one percent (0.001) of the total number of current members of SACE

Section 2 - Annual Meeting Agenda

During the annual meeting the president and designated financial officer shall report on the activities and financial condition of the corporation; a vote on the slate of the Board of Directors shall be held pursuant to Article V, Section 3; and the members shall consider and act upon such other matters as may be raised consistent with the notice requirements in Section 4 of this Article.

Section 3 - Special Meetings

SACE may hold a special meeting of its members on call of its board of directors. SACE shall hold a special meeting of its members if the holders of at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the Secretary one (1) or more written demands for the meeting describing the purpose or purposes for which it is to be held. The record date for determining the members entitled to demand a special meeting is the date the first member signs the demand.

Special meetings of members shall be held at SACE's principal office. Only business within the purpose or purposed described in the meeting notice may be conducted at a special meeting of members.

Section 4-Notice of Annual or Special Meetings and List of Members

SACE shall notify its members of the place, date and time of each annual and

special meeting of members no fewer than ten (10) days nor more than two (2) months before the meeting date. Notice of an annual meeting shall include a description of any matter or matters, which must be approved by the members and may include other agenda items not requiring a vote. Notice of a special meeting includes a description of the matter or matters for which the meeting is called. Members at the close of business on the business day preceding the day on which notice is given are entitled to notice of the meeting. Notice may be communicated in person, by telephone, wireless communication; or by mail or private carrier. Notice may be delivered as part of a newsletter, magazine or other publication regularly sent to members at the member's address shown in SACE's current record of members, or in the case of members who are residents of the same household and who have the same address in the corporation's current record of members, if addressed or delivered to one (1) of such members, at the address appearing on the current list of members.

Prior to giving notice of an annual or special meeting, SACE shall prepare an alphabetical list of the names of all its members who are entitled to notice of the meeting. The list must show the address and number of votes each member who is entitled to vote at the meeting. The list of members must be available for inspection by any member for the purpose of communication with other members concerning the meeting, beginning two (2) business days after notice is given of the meeting for which the list was prepared and continuing through the meeting at SACE's principal office. A member, a member's agent or attorney is entitled, subject to Tennessee law, on written demand to inspect and to copy the list, at a reasonable time and at the member's expense, during the period it is available for inspection. SACE shall also make the list of members available at the meeting, and any member, a member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment. Failure of SACE to make available the members' list does not affect the validity of action taken at the meeting.

ARTICLE V

BOARD OF DIRECTORS

Section 1 - Board Authority

SACE shall be governed by a Board of Directors, which shall exercise the powers of SACE unless herein otherwise designated. Powers of SACE shall be vested and exercised exclusively by the Board of Directors. The Board shall oversee the Corporation's operations. The responsibilities of the Board or the Board's delegate shall include the management, direction, and control of the affairs, activities, and property of SACE.

Section 2 - Annual Meeting Agenda

During the annual meeting, the president and designated financial officer shall report on the activities and financial condition of the corporation; the members shall vote on any nominee to be the Member-Selected pursuant to Article V, Section 3; and the members shall consider and act upon such other matters as may be raised consistent with the notice requirements in Section 4 of this Article.

Section 3 – Terms of Office, Vacancies and Election

Directors may serve for any number of two (2) year terms, consecutive or

otherwise, with terms of one-half (1/2) of the Board expiring each year. Directors shall vote to fill any vacancies under the provisions of Sections 7 and 10 of this Article. Directors are eligible to succeed themselves.

At any meeting of the Board of Directors at least ten (10) days prior to the annual meeting of members in Article V in the year in which the term of the Member-Selected Director is set to expire, the Board may select a nominee to become the next Member-Selected Director and may send the name and relevant information about the nominee to the membership with the notice of the annual meeting. During the annual meeting, those members present in person and entitled to vote shall elect by majority vote whether to accept or reject the Member-Selected Director offered for election by the Board

The Board may, by majority vote at its annual meeting, select Directors to fill vacancies on the Board as a result of the expiration of the terms of members of the Board other than the Member-Selected Director or to fill other vacant seats on the Board to increase the number of members of the Board to up to the maximum permitted under Section 2 of this Article.

The Board shall attempt to select Board members such that there is representation from throughout the Southeast, however, Board members may also be selected from outside the region.

Section 4 - Compensation

Directors shall not be compensated for serving on the Board, but may be reimbursed for actual expenses incurred on behalf of SACE.

Section 5 - Removal

The Board with a vote of two-thirds may remove directors, with or without cause, (2/3) of the directors then in office.

Section 6 - Resignation

Resignations are effective upon receipt by the secretary of a written notification, or receipt by the President or other officer if the Secretary is the director who is resigning, unless the notice specifies a later effective date.

Section 7 - Vacancies

Vacancies for any reason in positions on the Board of Directors before the expiration of the term shall be filled for the unexpired period of the term by the Board under the provisions of Sections 10 or 11 of this Article. If the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all directors remaining in office.

Section 8 - Meetings

The Board shall hold at least one (1) regular in-person meeting a majority of directors attending, per calendar year. Other meetings may be held by a conference call of the entire Board or, if the Board establishes an Executive Committee pursuant to Article VII of these Bylaws, by an in-person meeting of the Executive Committee. Meetings shall be held at such time, date, and place as designated by the President of the Board of Directors. The first meeting of the calendar year shall be designated as the annual meeting. Each Director must

attend a minimum of one (1) board meeting per year. If a director fails to meet this minimum, his or her office shall be declared vacant and shall be filled pursuant to section 7 of this Article. At the discretion of the Board, application of this rule may be waived due to extenuating circumstances.

Section 9 - Notice

Notice of regular or special meetings will be given to the Board at least seven (7) days in advance of the meeting. Notice shall be in writing (email is sufficient, along with acknowledgement of receipt of the email) and shall consist of providing each director with the date, time and place of the meeting.

A director may waive any notice in writing, signed by the director entitled to the notice and filed with the minutes or corporate records. A director's attendance at or participation in a meeting waives any required notice unless the director at the beginning of the meeting or promptly upon his arrival objects to holding the meeting or transaction business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 10 - Quorum and Voting

A quorum shall consist of the greater of one-third (1/3) of the directors in office or two (2) directors. All decisions of the Board shall be majority vote of those present at a meeting at which a quorum is present or by unanimous written consent under the provisions of Section 11 of this Article.

Section 11 - Action Without Meeting

Any action required, or permitted to be taken at a meeting of the Board or of any committee may be taken without a meeting if all the directors or committee members consent in writing (email is sufficient) to taking the action without a meeting and to approving the specific action. Such consents shall have the same force and effect as an unanimous vote of the Board or of the committee as the case may be.

The action must be evidenced by one or more written consents describing the action taken, signed by each director or committee member, and included in the minutes filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last director signs the consent unless the consent specifies a different effective date.

Section 12 - Participation by Conference Telephone Call

Any or all directors may participate in a meeting by conference telephone or similar communication equipment, so long as directors participating in such meeting can hear one another. Participation by the entire Board in a meeting by telephone conference call may substitute for one (1) in-person meeting, as set forth in Section 8 of this Article.

ARTICLE VI

OFFICERS

Section 1 - Officers

The following shall constitute the elected officers of SACE: President, Vice President, Secretary and Treasurer The Board may designate any other officers

from time to time. The same individual may simultaneously hold more than one office except for the office of president and any other office.

Section 2 - Term of Office

Officers shall serve one (1) year terms. Officers are eligible to succeed themselves through reelection.

Section 3 - Election

The Board at its annual meeting in each year shall elect officers. The terms of office shall expire at the next succeeding annual meeting and shall be filled by the Board, at a meeting or by action in writing pursuant to Section 11 of Article V for a term expiring at the next succeeding annual meeting.

Section 4 - Removal

An officer may be removed by the Board at a meeting, or action in writing pursuant to Section 11 of Article V whenever in the Board's judgment the best interests of SACE will be served thereby. The removal of a person from corporate office will not terminate or otherwise affect any contractual relationship between that individual and SACE.

Section 5 - Resignations

Resignations are effective upon receipt by the Secretary of a written notification, or receipt by the President or other officer if the Secretary is resigning.

Section 6 - Vacancies

Vacancies for any reason before the expiration of the term shall be filled for the unexpired period of the term by the Board under the provisions of Sections 10 or 11 of Article V.

ARTICLE VII

COMMITTEES

Section 1 - Committee Creation

The Board of Directors may create committees of its directors or other persons, as it deems necessary by resolution adopted under Sections 10 or 11 of Article V. These committees shall have such authority as the Board directs

An Executive Committee established under this Section, having and exercising the full power of the Board, must consist of a minimum of three (3) directors. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him or her by law.

ARTICLE VIII

STAFF

Section 1 - Staff Procedures

The needs of SACE regarding the hiring of staff, the duties to be performed and authority to be exercised shall be determined by the Board of Directors or its delegate. The Executive Director shall determine procedures for hiring, evaluating and dismissing staff.

ARTICLE IX

INDEMNIFICATION

Section 1 - Definitions

"Proceeding" shall mean any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative and whether formal or informal.

"Eligible Person" shall mean any person who at any time was or is a director, officer, employee, and member of any committee or subcommittee, agent or a volunteer of SACE.

Section 2 - Right to Indemnification

Any Eligible Person made or threatened to be made a party to or respondent in a Proceeding by reason of his or her position with or service to SACE shall, to the fullest extent permitted by law, be indemnified by SACE against all liabilities and all expenses reasonably incurred by him or her arising out of or in connection with such a Proceeding, if he or she (i) conducted himself or herself in good faith, and (ii) reasonably believed, in the case of conduct in his or her official capacity with SACE, that his or her conduct was in its best interest and, in all other cases, that his or her conduct was at least not opposed to its best interests, and (iii) in the case of any criminal proceeding had no reasonable cause to believe his or her conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is no, of itself, determinative that the eligible person did not meet the standard of conduct described above

SACE may not indemnify a director in a Proceeding where (i) the person shall be adjudged liable to SACE or (ii) in the case of a Proceeding charging improper benefit, the person shall be adjudged liable on the basis that personal benefit was improperly received by him or her.

Section 3 - Mandatory Indemnification of Directors and Officers

SACE shall indemnify a director or officer who is wholly successful on the merits or otherwise, or who is immune from suit under Section 48-58-601 of the Tennessee Nonprofit Corporation Act, in the defense of any Proceeding to which he or she was a party because he or she is or was a director or officer of SACE. In such instances, SACE shall indemnify only against reasonable expenses incurred in connection with the Proceeding.

Section 4 - Limitation on Right of Indemnification

Except where an eligible person has been successful on the merits with respect

to such proceeding, any indemnification hereunder shall be made only after (i) the Board (acting by a quorum consisting of directors who were not involved in such Proceeding) determines that the Eligible Person met the applicable indemnification standard set forth in Section 2 of this Article; or (ii) in the absence of a quorum, a finding is rendered in a written opinion by independent legal counsel that the person or persons met the applicable indemnification standard set forth in Section 2 of this Article.

Section 5 - Other Rights

The right of indemnification provided hereunder shall not be deemed exclusive of any other right to which any person may be entitled in addition to the indemnification provided hereunder. This indemnification shall in the case of the death of the person entitled to indemnification, inure to the benefit of his or her heirs, executors or other lawful representative.

Section 6 - Interim Indemnification

SACE shall, with respect to a Proceeding described in this Article, advance attorney's fees as interim indemnification to any Eligible Person if the following conditions are satisfied: (i) the Eligible Person furnishes SACE with a written affirmation of his or her good faith belief that he has met the standard of conduct described in Section 2 of this Article or is immune from suit under the Tennessee Nonprofit Corporation Act, and (ii) the Eligible Person furnishes SACE with a written undertaking, executed personally or on his or her behalf, to promptly repay the advance if it is ultimately determined that he or she is not entitled to indemnification and deposits a bond or equivalent security.

To take advantage of the provisions of this Section, the Board also (acting by a quorum consisting of directors who are not involved in such proceeding) must determine (a) that the facts then known to it would not preclude indemnification under this Section and (b) that the Eligible Person is likely to meet the applicable indemnification standard set forth in this Article. In the absence of such a quorum, a finding must be rendered in a written opinion by independent legal counsel that the eligible Person is likely to meet the applicable indemnification standard.

Section 7 - Insurance

The Board may authorize the purchase of and maintain insurance on behalf of any Eligible Person against any liability asserted against or incurred by him which arises out of such person's status in such capacity, or out of acts taken in such capacity, whether or not SACE would have the power to indemnify the person against that liability under law.

ARTICLE X

CONFLICTS OF INTEREST

Section 1 - Disclosure of Financial Interests

To identify conflicts of interest, all directors, officers and members of any committee exercising Board-delegated powers must disclose to the Board, or to the members for such committee, the existence of any financial interest in any entity with which he or she knows or has arrangement, and all material facts related to that interest. Financial interests include any direct or indirect

relationship, through business, investment or family, such as actual or potential ownership or investment interests or compensation arrangements. Directors shall also disclose any fiduciary duty to a person or entity other than SACE that might jeopardize the director's ability to exercise independent judgment and act in the best interests of SACE. The fact that a director, officer or committee member is also a director or officer or member of a not-for-profit organization that obtains or seeks funds from institutions or individuals from which SACE also obtains or seeks funds shall not by itself be deemed to be a conflict of interest.

Section 2 - Determination of Conflicts of Interest

After the interested person has delivered all relevant information and has retired from the room, the Board or committee must determine whether or not the financial interest creates a conflict of interest that merits recusal of the interested director from consideration of the matter.

Section 3 - Resolution of Conflicts of Interest

If the Board determines that a conflict of interest does exist, it must ensure that the interested director(s) do not participate in final decision making with regard to the transaction. The Board may approve the transaction or arrangement, or some alternative if it determines it: (i) is in the organization's best interests and for its own benefit; (ii) is fair and reasonable to the organization; and (iii) is the most advantageous transaction or arrangement the organization can obtain with reasonable efforts under the circumstances.

Section 4 - Violation of Conflict of Interest Policy

If an officer, director or member of a committee with Board-delegated powers violated this conflict of interest policy, the Board, in order to protect SACE's best interests, may take appropriate disciplinary action against the interested person. Such action may include formal reprimand, cancellation of the transaction or arrangement generating the conflict, suspension of employment and/or removal from the Board.

Section 5 - Distribution of Conflict of Interest Policy

All officers, directors and members of committees with Board-delegated powers shall receive a copy of the Conflict of Interest Policy, as it appears in these Bylaws. All officers, directors and member of committees with Board-delegated powers shall sign an annual statement declaring that the person: received a copy of the policy; has read and understands the policy; and agrees to comply with the policy.

ARTICLE XI

COMPENSATION

Section 1 - Compensation Policy

In establishing appropriate compensation levels for a Board Member under contractual arrangement or anyone else exercising substantial influence over SACE, in addition to complying with the other provisions of this conflict of interest policy, the Board or committee shall:

- A. Recuse/exclude members who receive directly or indirectly a substantial portion of their income from SACE;
- B. Rely on appropriate comparative data, including comparable agreements in similar organizations; compensation levels for similar positions in both exempt and taxable organizations; and regional economic data; and
- C. Document the bases upon which it relies for its compensation determinations.

Section 2 - Compensation Committee

The Board may, if it chooses, establish a compensation committee to set appropriate levels of compensation. A compensation committee shall consist solely of disinterested persons with respect to the transaction in question and shall follow the above-outlined procedures.

ARTICLE XII

FISCAL YEAR AND FINANCIAL ADMINISTRATION

Section 1 - Fiscal Year

The fiscal year shall be January 1 to December 31, but may be changed by resolution of the Board.

Section 2 - Checks, Drafts and Other Similar Documents

All checks, orders for the payment of money and insurance certificates shall be signed or endorsed by an officer or officers or agent or agents of SACE and in a manner as shall from time to time be determined by resolution of the Board or any committee to which such authority has been expressly delegated by the Board.

Section 3 - Contracts

Unless the Board determines otherwise by resolution, the President, Vice President, Secretary and Treasurer shall be authorized to execute contracts on behalf of SACE. These individuals may, with written notice to the Board, delegate this authority to employees or volunteers subject to limitation upon the delegated authority as may be necessary or expedient for running the affairs of SACE. Unless otherwise expressly determined by the Board, no other individuals shall be authorized to bind SACE to any contract.

Section 4 - Deposits and Accounts

All funds of SACE, not otherwise employed shall be deposited in general or special accounts in the banks, trust companies or other depositories as the board or any committee to which such authority has been delegated by the Board may select, or as may be selected by any officer or officers or agent or agents of SACE, to whom such power may be delegated by the Board. For the purpose of deposit and for the purpose of collection for the account of SACE, checks, drafts and other orders of SACE may be endorsed, assigned and delivered on behalf of SACE by any officer or agent of SACE.

Section 5 - Annual Financial Statements

Complete financial statements prepared in conformity with generally accepted accounting principles (GAAP), accompanied by an audit report of an independent certified public accountant, shall be presented to and reviewed by the board after the close of each fiscal year. Financial statements shall include (i) significant categories of contributions and other income; (ii) expenses reported in categories corresponding to the description of major programs and activities contained in the Corporation's annual report, solicitations and other informational materials; (iii) a detailed schedule of expenses by natural classification (e.g. salaries, employee benefits, occupancy, postage etc.), representing the natural expenses incurred for each major program and supporting activity; (iv) accurate presentation of all fund raising and administrative costs; (v) total costs and the basis for allocating any fund-raising or other expenses associated with multi-purpose activities (e.g. fund raising combined with social advocacy or public education campaigns).

ARTICLE XIII

AMENDMENTS

Section 1 - Amendments to Articles

Amendments to the Charter must be approved by a majority of the directors in office at the time the amendment is adopted or pursuant to Section 11 of Article IV. SACE shall provide notice of any meeting at which an amendment is to be voted upon.

Section 2 - Amendments to the Bylaws

Amendments to the Bylaws must be approved by a majority of the directors in office at the time the amendment is adopted or pursuant to section 11 of Article IV. SACE shall provide notice of any meeting at which an amendment is to be voted upon.

ARTICLE XIV

BOOKS AND RECORDS

Section 1 - Financial Records and Accounts

SACE shall keep a correct, accurate and complete set of financial records and accounts.

Section 2 Recordkeeping

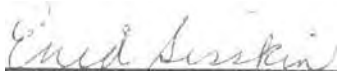
The Secretary or his or her designee shall keep or cause to be kept adequate minutes of all Board or committee meetings, and all meetings of committees with Board-designated powers reflecting at a minimum the names of those in attendance, any resolutions passed and the outcomes of any votes taken. When potential conflicts of interests are discussed, the minutes shall include the names of the persons who disclosed financial interests; the nature

of the financial interests; whether or not the Board determined that a conflict existed; the names of the persons present for the discussions and votes related to the relevant transactions or arrangement; and a recorded of the vote. At the request of any participating Board member, the records of such discussions and individual votes yag be kept sealed, with only the outcome reported publicly.

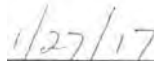
Section 3 - Public Disclosure

SACE shall keep available for public inspection at its principal place of business and any branch office copies of the Form 1023(exemption application) as filed and any Form 990 (information tax return) filed within the past three years. Names and identifying information of contributors shall be redacted from publicly available copies. In addition, as required by the tax code and regulation, SACE shall provide copies of the materials to any member of the public making a request in during normal business hours or in writing. This public disclosure obligation shall be no broader than required by law and shall not apply, for example, if SACE is the target of a campaign or harassment.

AMENDED and ADOPTED



Secretary



Date

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In re: Review of Storm Protection Plan,
pursuant to Rule 25-6.030, F.A.C., Florida
Power & Light Company**

DOCKET NO. 20220051

AFFIDAVIT OF STEPHEN A. SMITH
SOUTHERN ALLIANCE FOR CLEAN ENERGY

1. I, Stephen A. Smith, am over 18 years of age and have personal knowledge of the following facts.

2. I serve as the Executive Director of Southern Alliance for Clean Energy (SACE). Through my position with SACE, I have personal knowledge of SACE's membership, purpose and mission.

3. The purpose of SACE, as reflected in its bylaws, is to advocate for energy plans, policies, and systems that best serve the environmental, public health, and economic interest of communities in the Southeast, including Florida; and the recovery of costs associated with such plans, policies and systems. The guiding mission of SACE is to promote responsible and equitable energy choices that promote clean, safe and healthy communities in the Southeast, including Florida.

4. Consistent with its purpose, SACE has engaged in a number of Florida Public Service Commission proceedings on behalf of its members to advocate for plans and policies that best serve the environmental, public health, and economic interest of Florida customers, including those that are SACE members.

5. SACE has dedicated staff in Florida working to advance these goals. In addition, there are 417 SACE members residing in Florida and dedicated to promoting responsible and

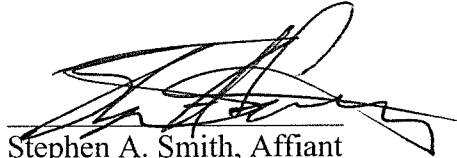
equitable energy choices. SACE has 207 members that reside in the service territory of Florida Power and Light Company (FPL).

6. I understand that the Florida Public Service Commission is considering approval of FPL's Storm Protection Plan and that it includes new Winterization Programs intended to improve reliability and reduce power outages during potential extreme winter weather and are projected to cost approximately \$215 million. I understand that if approved, the Winterization Programs will increase rates on FPL customers, including those that are SACE members because actions to implement the Storm Protection Plan cannot constitute evidence of imprudence in a subsequent cost recovery proceeding. I understand that at a minimum it will affect the scope of the cost recovery FPL will seek and will increase rates on FPL customers, including those that are SACE members.

7. I understand that the new weather and electricity load forecasts that are the predicate for the Winterization Programs have not yet been scrutinized in a docketed proceeding at the Commission. Such weather and load forecasts, if relied upon, will have cascading effects throughout FPL's resource and investment decisions, including in the Storm Protection Plan docket. If the Winterization Programs prove to be not necessary or not cost-effective, they would not provide reliability benefits that are commensurate with the costs imposed on FPL customers, including those that are SACE members.

8. The approval of any plan or program by the Florida Public Service Commission in the Storm Protection Plan docket that impose costs on customers that are not necessary or not cost-effective in their aim would be contrary to SACE's stated purpose in its bylaws and are the type of interest SACES protects on behalf of its members in proceedings.

FURTHER AFFIANT SAYETH NOT


Stephen A. Smith, Affiant

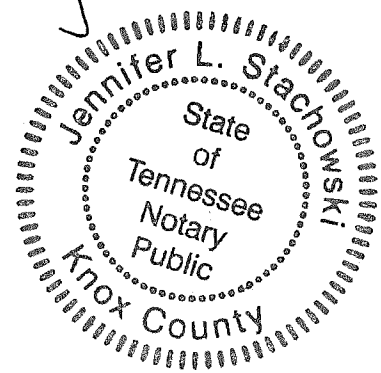
STATE OF TENNESSEE

COUNTY OF Knox

BEFORE ME, the undersigned authority, personally appeared
Stephen A. Smith who is personally known or produced
Drivers License as identification, and who was sworn and
says that the foregoing averments are true.

Sworn to and subscribed before this 24th day of May, 2022.

Jennifer L. Stachowski
Notary Public



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In re: Review of Storm Protection Plan,
pursuant to Rule 25-6.030, F.A.C., Florida
Power & Light Company**

DOCKET NO. 20220051

AFFIDAVIT OF RANDALL SCOTT SWEET
SOUTHERN ALLIANCE FOR CLEAN ENERGY

1. I, Randall Scott Sweet, am over 18 years of age and have personal knowledge of the following facts. I reside at 1009 Northeast 63rd Court, Fort Lauderdale Florida 33334. I am a customer of Florida Power and Light Company (FPL).

2. As a member of Southern Alliance for Clean Energy, I understand that decisions are made in proceedings before the Florida Public Service Commission that impact the rates that I pay on my power bill.

3. My power bill rates have increased significantly this year. I live on a limited income and any increase in power rates substantially affects my daily life.

4. I generally support transmission and distribution grid improvements because they can provide safety and health benefits to the local community by reducing power outages, but utility investments in the grid must be necessary and cost-effective so they do not unnecessarily increase the rates on my bill.

5. I understand that the Florida Public Service Commission is considering approval FPL's Storm Protection Plan, including Winterization Programs and that the programs, if approved, will increase my rates. If the Winterization Programs are not necessary, or not cost-effective, I will pay higher rates without any measurable or meaningful reduction in power outages for me and my community.

6. I do not support increased rates for grid improvements that are not necessary or cost-effective. As a member of Southern Alliance for Clean Energy, I rely on the organization to represent by economic and public health and safety interests at the Florida Public Service Commission.

FURTHER AFFIANT SAYETH NOT


Randall Scott Sweet, Affiant

STATE OF FLORIDA)
)§
COUNTY OF BROWARD)

Sworn to and subscribed before me by means of physical presence or [] online notarization, this 24th day of May, 2022 by Randall Scott Sweet.

Sworn to and subscribed before this 24th day of May, 2022.


Notary Public – State of Florida

Jeanine Kuflik
Printed Name of Notary Public

My Commission Expires:



JEANINE KUFLIK
Commission # HH 033511
Expires August 18, 2024
Bonded Thru Budget Notary Services

X Personally Known OR _____ Produced Identification

Type of Identification: _____