

In re: Petition by Florida Power & Light Company
for Approval of FPL SolarTogether Program and
Tariff

Docket No. 20190061-EI

Filed: October 9, 2019

JOINT MOTION TO APPROVE SETTLEMENT

Florida Power & Light Company (“FPL”), Southern Alliance for Clean Energy (“SACE”), Walmart, Inc. (“Walmart”) and Vote Solar hereby file this Joint Motion and request that the Florida Public Service Commission (“Commission”) review and approve by final order the Settlement Agreement (“Agreement”) provided as Exhibit A to this Joint Motion as a full and complete resolution of all matters related to the above-captioned matter in accordance with Section 120.57(4), Florida Statutes (“F.S.”). In support of this motion, FPL, SACE, Walmart and Vote Solar jointly state as follows:

1. On March 13, 2019, FPL petitioned the Commission for approval of FPL SolarTogether Program (or “Program”) and Tariff.

2. On July 29, 2019, FPL filed the direct testimony and exhibits of FPL witnesses Matthew Valle, Juan E. Enjamio, William F. Brannen and Scott Bores in support of the FPL SolarTogether Program and Tariff.

3. On April 18, 2019, the Office of Public Counsel (“OPC”) noticed its intervention in this docket. On July 31, 2019, SACE, Walmart, Vote Solar and the Florida Industrial Power Users Group (“FIPUG”) were granted intervention. On September 3, 2019, SACE filed the direct testimony of Bryan Jacob, Walmart filed the direct testimony of Steve Chriss, and Vote Solar filed the direct testimony of Matt Cox, each in support of their respective positions.

4. On September 23, 2019, FPL filed the rebuttal testimony and exhibits of FPL witnesses Matthew Valle, Juan E. Enjamio, William F. Brannen, Scott Bores, Terry Deason and Lon Huber.

5. Informal and formal discovery in this docket has been extensive. All parties to this docket participated in two informal meetings noticed by Commission Staff. FPL has responded to approximately 325 data requests and interrogatories and has produced more than 18 gigabytes of documents in response to requests for production of documents.

6. These efforts have culminated in FPL, SACE, Walmart and Vote Solar entering into a Settlement Agreement to resolve all issues raised in this proceeding. FPL, SACE, Walmart and Vote Solar jointly request that the Commission review and approve the Settlement Agreement in its entirety and without modification.

7. 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 Co.*, Docket No. 050045-EI, Order No. PSC-05-0902-S-EI (Issued Sept. 14, 2005). Settlements are enforceable, and indeed have been enforced, even when they are not unanimous or when some intervenors raise objections to it. *Citizens v. Graham*, 146 So. 3d 1143, 1152-54 (Fla. 2014); *see also South Fla. Hosp. & Healthcare Ass’n v. Jaber*, 887 So. 2d 1210, 1212-13 (Fla. 2004) (affirming Commission’s approval of a non-unanimous settlement despite absence of full evidentiary hearing).

8. The Commission’s determination of whether to approve a settlement agreement is based on the public interest standard. *Sierra Club v. Brown*, 243 So. 3d 903, 910-913 (Fla. 2018) (citing *Graham*, 146 So. 3d at 1164); *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”).

9. The determination of what is in the public interest “rests exclusively with the Commission.” In this regard, the Commission’s discretion is broad and it may consider a variety

of factors in reaching its decision. *Graham*, 146 So.3d at 1173; *Re The Woodlands of Lake Placid L.P.*, Docket No. 030102-WS, Order No. PSC-04-1162-FOF-WS, p. 7, (F.P.S.C. Nov. 22, 2004); *In Re: Petition for approval of plan to bring generating units into compliance with the Clean Air Act by Gulf Power Co.*, Docket No. 19921155-EI, Order No. PSC-93-1376-FOF-EI, p. 15 (F.P.S.C. Sept. 20, 2003). 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).

10. In this case, after an extensive review and evaluation of FPL’s proposed SolarTogether Program, SACE, Walmart, Vote Solar and FPL entered into the proposed Settlement Agreement. The proposed Settlement Agreement represents a reasonable compromise of competing positions and fully resolves all issues raised in this docket. The terms of the proposed Settlement Agreement reflect FPL’s, SACE’s, Walmart’s and Vote Solar’s assessments of their respective litigation positions, as well as their efforts to reach a reasonable and mutually acceptable compromise on all issues.

11. In full resolution of all issues in this proceeding, FPL, SACE, Walmart and Vote Solar have agreed to certain modifications to the FPL SolarTogether Program as detailed in Paragraphs 4 and 5 of the Settlement Agreement: FPL will allocate 37.2 MW of Program to capacity for low income customers. The cost of the low income component will be covered by the Program participants through the pricing set forth in Tariff STR – Original Sheets No. 8.932-8.934 (Attachment I to the Settlement Agreement).

12. Based on the foregoing, the Settlement Agreement represents a reasonable compromise of divergent positions and fully resolves all of the issues raised in this proceeding.

Considered as a whole, the Settlement Agreement fairly and reasonably balances the interests of FPL's general body of customers and the Program participants. Approving the Settlement 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. The Settlement Agreement is in the public interest and should be approved.

14. Pursuant to Rule 28-106.204(3), F.A.C., FPL, on behalf of the settling parties SACE, Walmart and Vote Solar, conferred with OPC and FIPUG. OPC opposes the motion and FIPUG advised that it will respond to the motion as it deems appropriate.

WHEREFORE, for all the reasons stated above, Florida Power & Light Company, SACE, Walmart and Vote Solar jointly and respectfully request that the Florida Public Service Commission approve the Settlement Agreement provided as Exhibit A to this Joint Motion.

Respectfully submitted this 9th day of October 2019.

Florida Power & Light Company

Maria Jose Moncada
Senior Attorney
William P. Cox
Senior Attorney
700 Universe Boulevard
Juno Beach, Florida 33408-0420
(561) 304-5795
(561) 691-7135 (fax)

By: s/ Maria Jose Moncada
Maria Jose Moncada

Southern Alliance for Clean Energy

George Cavros
120 E. Oakland Park Blvd., Suite 105
Fort Lauderdale FL 33334
(954) 295-5714
(866) 924-2824

By: s/ George Cavros
George Cavros

Walmart, Inc.

Stephanie U. Eaton
Spilman Thomas & Battle, PLLC
110 Oakwood Drive, Suite 500
Winston-Salem, NC 27103
(336) 631-1062

By: s/ Stephanie Eaton
Stephanie Eaton

Vote Solar

Marsha E. Rule
Rutledge Ecenia, P.A.
119 South Monroe Street, Suite 202
Tallahassee, Florida 32301
(850) 681-6788

By: s/ Marsha Rule
Marsha Rule

CERTIFICATE OF SERVICE
Docket No. 20190061-EI

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by electronic service on this 9th day of October 2019 to the following:

Walter Trierweiler
Kristen Simmons
Office of the General Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
wtrierwe@psc.state.fl.us
ksimmons@psc.state.fl.us

Richard A. Zambo
Richard A. Zambo, P.A.
Fla. Bar No. 312525
2336 S.E. Ocean Boulevard, #309
Stuart, Florida 34966
(772) 225-5400
richzambo@aol.com

Marsha E. Rule
Rutledge Ecenia, P.A.
Fla. Bar No. 0302066
119 South Monroe Street, Suite 202
Tallahassee, Florida 32301
(850) 681-6788
marsha@rutledge-ecenia.com
Attorneys for Vote Solar

J.R. Kelly
Stephanie Morse
Office of Public Counsel
c/o The Florida Legislature
111 W. Madison Street, Room 812
Tallahassee FL 32399
(850) 488-9330
kelly.jr@leg.state.fl.us
morse.stephanie@leg.state.fl.us

Jon C. Moyle, Jr.
Karen A. Putnal
Ian E. Waldick
Moyle Law Firm, PA
118 North Gadsden Street
Tallahassee FL 32301
(850) 681-3828
jmoyle@moylelaw.com
mqualls@moylelaw.com
kputnal@moylelaw.com
iwaldick@moylelaw.com
Attorneys for Florida Industrial Power Users Group

George Cavros
120 E. Oakland Park Blvd., Suite 105
Fort Lauderdale FL 33334
(954) 295-5714
(866) 924-2824
george@cavros-law.com
Attorney for Southern Alliance for Clean Energy

Stephanie U. Eaton
Carrie Harris Grundmann
Spilman Thomas & Battle, PLLC
110 Oakwood Drive, Suite 500
Winston-Salem, NC 27103
(336) 631-1062
seaton@spilmanlaw.com
cgrundmann@spilmanlaw.com

Derrick Price Williamson
Spilman Thomas & Battle, PLLC
1100 Bent Creek Boulevard, Suite 101
Mechanicsburg, PA 17050
(717) 795-2741
dwilliamson@spilmanlaw.com
Attorneys for Walmart, Inc.

By: s/ Maria Jose Moncada
Fla. Bar No. 0773301

EXHIBIT A

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Florida Power & Light Company for
Approval of FPL SolarTogether Program and Tariff

Docket No. 20190061-EI

STIPULATION AND SETTLEMENT

WHEREAS, Florida Power & Light Company (“FPL” or the “Company”), Southern Alliance for Clean Energy (“SACE”), Walmart Inc. (“Walmart”) and Vote Solar have signed this Stipulation and Settlement (the “Agreement”); and

WHEREAS, on March 13, 2019, FPL petitioned the Florida Public Service Commission (“Commission”) for approval of FPL SolarTogether Program (or “Program”) and Tariff; and

WHEREAS, the proposed FPL SolarTogether Program is a voluntary community solar program that provides an opportunity for FPL customers to directly support the expansion of solar power. Customers will have the option to subscribe to kilowatts (“kW”) of solar capacity from cost-effective solar power plants constructed for the Program. Participating customers’ monthly bills will include the cost of their subscribed capacity and credits that reflect the system savings generated by their subscribed capacity; and

WHEREAS, on July 29, 2019, FPL filed the direct testimony and exhibits of FPL witnesses Matthew Valle, Juan E. Enjamio, William F. Brannen and Scott Bores in support of the FPL SolarTogether Program and Tariff; and

WHEREAS, SACE, Walmart and Vote Solar intervened in this docket. On September 3, 2019, SACE filed the direct testimony of Bryan Jacob, Walmart filed the direct testimony of Steve Chriss, and Vote Solar filed the direct testimony of Matt Cox, each in support of their respective positions; and

WHEREAS, on September 23, 2019, FPL filed the rebuttal testimony and exhibits of FPL witnesses Matthew Valle, Juan E. Enjamio, William F. Brannen, Scott Bores, Terry Deason and Lon Huber; and

WHEREAS, the parties to the docket and the Commission Staff engaged in significant discovery; and

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in this docket; and

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. As part of the negotiated exchange of consideration among the Parties to this Agreement, each Party made concessions to the others with the expectation that all provisions of the Agreement will be enforced by the Commission as to all provisions addressed herein regardless of whether a court ultimately determines such provisions to reflect Commission policy;

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

1. This Agreement will become effective upon the Commission's final decision in this proceeding.
2. The Parties agree that approval of the Agreement is in the public interest.
3. The Parties agree that the FPL SolarTogether Program shall be approved as described in the Petition filed by FPL on March 13, 2019, as modified in FPL's rebuttal testimony and exhibits filed on September 23, 2019 and in Paragraphs 4 and 5 of this Agreement. The principle features of the Program are:

- (a) The Program size (Phase I) is 1,490 MW. This consists of 20 solar power plants sized at 74.5 MW.
- (b) The 1,490 MW capacity is allocated 75% (1,117.5 MW) to commercial, industrial and governmental (demand) customers; 25% (372.5 MW) to residential and small business.
- (c) Customers may elect a subscription level equivalent to the capacity that would generate up to 100 percent of their previous 12 months' total kilowatt-hour ("kWh") usage, subject to capacity availability.
- (d) Participation is voluntary. Participants may terminate or reduce their subscription level at any time with no penalty. Increases in subscription level will be limited to once per year based on available Program capacity.
- (e) Participants will pay a monthly subscription charge and will receive a subscription credit for each kilowatt of capacity subscribed. The subscription charge reflects the revenue requirement associated with constructing the power plants built for the Program, net of avoided generation. The subscription credit reflects the estimated economic value of the Program's solar power plants on FPL's system, which consists of reduced fuel, purchased power and carbon emission costs.
- (f) Participants may elect to have FPL retire on their behalf all renewable energy certificates ("REC") associated with their subscription. FPL will not utilize RECs generated by the Program.

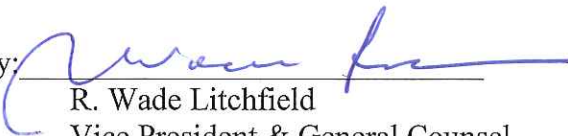
- (g) The 1,490 MW of solar generation that comprises FPL SolarTogether Phase I is projected to save customers \$249 million. FPL will allocate 55% of the projected benefits to participants and 45% to the general body of customers. Of the 45% benefit allocated to the general body of customers, approximately \$56 million is a fixed base benefit. Unsubscribed capacity, including the associated energy and resulting savings, will flow to the general body of customers
4. FPL SolarTogether Phase I will reserve capacity for low income customers.
- (a) FPL will allocate 10% of the residential capacity, or 37.5 MW, to low income customers. For purposes of this Program, low income customers are those whose income falls at or below 200% of the federal poverty level.
 - (b) At the time of enrollment, FPL will advise low income participants that they also have the option to participate in a free home energy efficiency survey.
 - (c) For low income participants, the subscription charge will not exceed the subscription credit in any month.
 - (d) Provisions for the low income participants will begin with FPL SolarTogether “Project 3” (expected billing start month February 2021).
 - (e) In the event the Company intends to propose an FPL SolarTogether Phase II, it will engage in outreach to groups that advocate solar access for low income populations, including SACE and Vote Solar, and will seek input regarding the low income component for Phase II. This provision does not constitute an obligation to make any changes to the Program.
5. The pricing for the subscription charge and the rate for the subscription benefit for standard customers and for low income customers shall be as set forth in Tariff STR – Original Sheets No. 8.932-8.934 (Attachment I hereto).

6. FPL is authorized to recover the \$1.79 billion Program cost, as set forth below:
 - (a) FPL SolarTogether Charge. FPL will record the revenue received from the participants for their Charge as revenues received from the sales of electricity. The revenue will be included as base rate revenues in FPL's monthly earnings surveillance report.
 - (b) FPL SolarTogether Credit. The Credit will be recovered through FPL's fuel cost recovery clause, partially offsetting system savings resulting from the addition of the Program's solar power plants.
7. Nothing in the Agreement will have precedential value.
8. Approval of this Agreement in its entirety will resolve all matters in Docket No. 20190061-EI pursuant to and in accordance with Section 120.57(4), Florida Statutes. This docket will be closed effective on the date the Commission Order approving this Agreement is final, and no Party shall seek appellate review of any order issued in this Docket.
9. Nothing in this Agreement binds any Party or precludes any Party from taking a different position in any other docket or proceeding or with respect to any future phase of FPL SolarTogether.
10. The provisions of this Agreement are contingent on approval of this Agreement in its entirety by the Commission without modification, and the Parties are released from its terms if this Agreement is not approved in its entirety in this docket. The Parties further agree that they will support this Agreement and will not request or support any order, relief, outcome or result in conflict with the terms of this Agreement in any administrative or judicial proceeding relating to, reviewing or challenging the establishment, approval, adoption or implementation of this Agreement.

11. This Agreement may be executed in counterpart originals, and a facsimile 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.
12. In Witness Whereof, the Parties evidence their acceptance and agreement with the provisions of this Agreement by their signature.

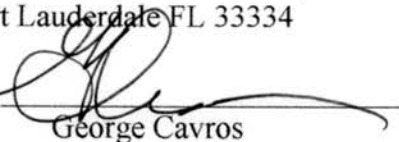
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Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408

By: 
R. Wade Litchfield
Vice President & General Counsel

Southern Alliance for Clean Energy
120 E. Oakland Park Blvd., Suite 105
Fort Lauderdale FL 33334

By:



George Cavros
Counsel for Southern Alliance for Clean Energy


Walmart Inc.

By Its Counsel:

Spilman Thomas & Battle, PLLC

110 Oakwood Drive, Suite 500

Winston-Salem, NC 27103

By: 

Stephanie U. Eaton
Counsel for Walmart Inc.

Vote Solar
151 Estoria Street SE
Atlanta, GA 30316

By: 

Katie Chiles Ottenweller
Southeast Director

ATTACHMENT I

SOLARTOGETHER RIDER
(OPTIONAL PROGRAM)

RATE SCHEDULE: STR

AVAILABLE:

The FPL SolarTogetherSM Rider ("FPL SolarTogether" or "the Program") is available in all territory served, subject to subscription availability. This optional program allows FPL customers to subscribe to a portion of universal solar capacity built for the benefit of the Program and receive a credit for the actual solar production associated with their subscription.

APPLICATION:

In conjunction with the otherwise applicable metered rate schedule. All rates and charges under the customers' otherwise applicable metered rate schedule shall apply.

MONTHLY SUBSCRIPTION:

The Monthly Subscription shall be equal to the sum of the *Monthly Subscription Charge + Monthly Subscription Credit* as follows:

Monthly Subscription			
Participant		Low Income Participant	
Subscription Charge \$/kW-Month	Subscription Credit ¢/kWh	Subscription Charge \$/kW-Month	Subscription Credit \$/kW-Month
See Sheet No. 8.934	See Sheet No. 8.934	See Sheet No. 8.934	See Sheet No. 8.934

LIMITATION OF SERVICE:

Any customer taking service under a metered rate schedule who has no delinquent balances with FPL is eligible to participate. Eligible customers may elect a subscription level in 1 kW units representing up to 100% of their previous 12-month total kWh usage. Customers at or below 200% of the federal poverty level are eligible for participation at the low income pricing provided by this tariff. Increases in number of units purchased will be limited to once per year and subject to program availability.

BILLING:

Participants are subject to the minimum bill on their otherwise applicable rate schedule. The FPL SolarTogether Monthly Subscription Charge and offsetting Monthly Subscription Credit will appear as separate line items on a participant's bill during every month of enrollment, and are subject to all applicable taxes and fees.

Monthly Subscription Credit amounts may not result in a total bill less than zero (\$0). Any excess credit amounts will be applied in subsequent months to ensure participant total bill amounts meet this requirement.

TERMS OF SERVICE:

Not less than one (1) billing cycle. Participants may, at any time following their first billing cycle, terminate their participation ("Voluntary Termination") or reduce the number of subscribed units purchased. Participants may be terminated from the program by FPL if the customer becomes delinquent on the customer's electric service account or for failure to satisfy eligibility requirements ("Involuntary Termination"). Upon either Voluntary or Involuntary Termination, the account is prohibited from re-enrolling for a twelve (12) month period.

(Continued on Sheet No. 8.933)

(Continued from Sheet No. 8.932)

SPECIAL PROVISIONS:

If the customer moves within FPL's service territory, program participation may continue at a new service address with no impact the customer's program enrollment date subject to the limitations and terms outlined above. Notification to transfer participation must be made by the customer to the Company and the Company will have 45 days to complete the transfer.

Upon customer request, FPL will retire the renewable energy certificate (RECs) associated with the customer's subscription. Notification to retire RECs must be made by the customer to the Company. The accumulation of RECs associated with the participant's subscription will begin following notification and FPL will provide participants with REC retirement summary reports periodically throughout the year.

RULES AND REGULATIONS:

Service under this rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rider shall apply. The participant subscription is neither a security nor an ownership interest in the solar asset and therefore no owned interest is to be surrendered, sold, or traded.

(Continued on Sheet No. 8.934)

(Continued from Sheet No. 8.933)

MONTHLY SUBSCRIPTION
FPL SOLARTOGETHER PARTICIPANT RATES

Participant Program Year	Phase 1			
	Participant		Low Income Participant	
	Subscription Charge \$/kW-Month	Subscription Credit ¢/kWh	Subscription Charge \$/kW-Month	Subscription Credit \$/kW-Month
1	\$6.76	(3.40468)	\$5.57	\$6.27
2	\$6.76	(3.46256)	\$5.57	\$6.27
3	\$6.76	(3.52142)	\$5.57	\$6.27
4	\$6.76	(3.58129)	\$5.57	\$6.27
5	\$6.76	(3.64217)	\$5.57	\$6.27
6	\$6.76	(3.70409)	\$5.57	\$6.27
7	\$6.76	(3.76706)	\$5.57	\$6.27
8	\$6.76	(3.83110)	\$5.57	\$6.27
9	\$6.76	(3.89622)	\$5.57	\$6.27
10	\$6.76	(3.96246)	\$5.57	\$6.27
11	\$6.76	(4.02982)	\$5.57	\$6.27
12	\$6.76	(4.09833)	\$5.57	\$6.27
13	\$6.76	(4.16800)	\$5.57	\$6.27
14	\$6.76	(4.23886)	\$5.57	\$6.27
15	\$6.76	(4.31092)	\$5.57	\$6.27
16	\$6.76	(4.38420)	\$5.57	\$6.27
17	\$6.76	(4.45873)	\$5.57	\$6.27
18	\$6.76	(4.53453)	\$5.57	\$6.27
19	\$6.76	(4.61162)	\$5.57	\$6.27
20	\$6.76	(4.69002)	\$5.57	\$6.27
21	\$6.76	(4.76975)	\$5.57	\$6.27
22	\$6.76	(4.85083)	\$5.57	\$6.27
23	\$6.76	(4.93330)	\$5.57	\$6.27
24	\$6.76	(5.01716)	\$5.57	\$6.27
25	\$6.76	(5.10245)	\$5.57	\$6.27
26	\$6.76	(5.18920)	\$5.57	\$6.27
27	\$6.76	(5.27741)	\$5.57	\$6.27
28	\$6.76	(5.36713)	\$5.57	\$6.27
29	\$6.76	(5.45837)	\$5.57	\$6.27
30	\$6.76	(5.55116)	\$5.57	\$6.27

SOLARTOGETHER RIDER
(OPTIONAL PROGRAM)

RATE SCHEDULE: STR

AVAILABLE:

The FPL SolarTogetherSM Rider ("FPL SolarTogether" or "the Program") is available in all territory served, subject to subscription availability. This optional program allows FPL customers to subscribe to a portion of universal solar capacity built for the benefit of the Program and receive a credit for the actual solar production associated with their subscription.

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BILLING:

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RULES AND REGULATIONS:

Service under this rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provisions of this schedule and said "General Rules and Regulations for Electric Service" the provisions of this rider shall apply. The participant subscription is neither a security nor an ownership interest in the solar asset and therefore no owned interest is to be surrendered, sold, or traded.

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19	\$6.76	(4.61162)	\$5.57	\$6.27
20	\$6.76	(4.69002)	\$5.57	\$6.27
21	\$6.76	(4.76975)	\$5.57	\$6.27
22	\$6.76	(4.85083)	\$5.57	\$6.27
23	\$6.76	(4.93330)	\$5.57	\$6.27
24	\$6.76	(5.01716)	\$5.57	\$6.27
25	\$6.76	(5.10245)	\$5.57	\$6.27
26	\$6.76	(5.18920)	\$5.57	\$6.27
27	\$6.76	(5.27741)	\$5.57	\$6.27
28	\$6.76	(5.36713)	\$5.57	\$6.27
29	\$6.76	(5.45837)	\$5.57	\$6.27
30	\$6.76	(5.55116)	\$5.57	\$6.27