BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for rate increase by Florida Power & Light Company.	DOCKET NO. 20250011-EI ORDER NO. PSC-2026-0117-FOF-EI ISSUED: April 27, 2026

ORDER GRANTING CUSTOMER MAJORITY PARTIES' JOINT REQUEST FOR ORAL ARGUMENT AND GRANTING IN PART AND DENYING IN PART JOINT MOTION FOR RECONSIDERATION OF THE FINAL ORDER APPROVING THE 2025 STIPULATION AND SETTLEMENT AGREEMENT

Background

On February 28, 2025, Florida Power & Light Company (FPL or Company) filed a petition for base rate increase, along with the minimum filing requirements and supporting direct testimony. Numerous individuals and associations were granted leave to intervene in this proceeding as parties.

The evidentiary hearing on FPL's petition was scheduled for August 11 through August 22, 2025.[1] On August 8, 2025, FPL filed a Notice of Settlement in Principle and Joint Motion to Suspend Schedule and Amend Procedural Order. Some of the intervenors, referred to collectively as the Signatories,[2] joined in the Joint Motion to Suspend. On August 11, 2025, the remaining intervenors, referred to collectively as the Non-Signatories,[3] filed a Joint Response in Opposition to the Joint Motion to Suspend. We granted the Joint Motion and suspended the schedule in order to allow the parties time to finalize the settlement.

On August 20, 2025, FPL and the Signatories filed a Joint Motion for Approval of 2025 Stipulation and Settlement Agreement. The Non-Signatories did not sign or otherwise join in the 2025 Stipulation and Settlement Agreement (2025 SSA). The Prehearing Officer issued a First Order Revising Order Establishing Procedure,[4] and therein set this matter for a two-week hearing to commence October 6, 2025, in order to accommodate a hearing on both the February 28, 2025, FPL petition for base rate increase, as well as a hearing on the 2025 SSA.

We held the final hearing on FPL's as-filed petition, as well as the 2025 SSA, on October 6-10 and 13-16, 2025. The testimony of 52 witnesses and 862 exhibits were admitted into the record. On November 10, 2025, multiple parties filed post-hearing briefs. At a special agenda

[1] Order No. PSC-2025-0075-PCO-EI.
[2] The Signatories are the Florida Industrial Power Users Group, Florida Retail Federation, Florida Energy for Innovation Association, Walmart Inc., EVgo, LLC, Americans for Affordable Clean Energy, Circle K, RaceTrac, Wawa, Electrify America, Federal Executive Agencies, Armstrong World Industries, and Southern Alliance for Clean Energy.
[3] The Non-Signatories are the Office of Public Counsel (OPC), Florida Rising, League of United Latin American Citizens Florida (LULAC), Environmental Coalition of Southwest Florida (ECOSWF), and Floridians Against Increased Rates (FAIR). Florida Rising, ECOSWF, and LULAC are referred to collectively as FEL.
[4] Order No. PSC-2025-0323-PCO-EI.

conference on November 20, 2025, we unanimously approved the 2025 SSA as being in the public interest and establishing rates that are fair, just, and reasonable.

On February 6, 2026, pursuant to Rule 25-22.060, Florida Administrative Code (F.A.C.), the Non-Signatories filed a Joint Motion for Reconsideration of the Final Order Approving the 2025 Stipulation and Settlement Agreement (Joint Motion). On that same date, the Non-Signatories filed a Joint Request for Oral Argument (Joint Request). On February 13, 2026, FPL filed a Response in Opposition to the Joint Motion and a Response in Opposition to the Joint Request.

We have jurisdiction over this matter pursuant to Sections 366.04, 366.05, and 366.06, F.S., and Rule 25-22.060, F.A.C.

Decision

Joint Request for Oral Argument

Along with the Joint Motion for Reconsideration, the Non-Signatories filed a Joint Request for Oral Argument. In their Joint Request, the Non-Signatories assert that oral argument would aid us in understanding the "novel and recent" issues raised in the Joint Motion, which they argue are of great public importance. The Non-Signatories also posit that argument would allow them to provide context and to be available to answer any questions. FPL counters that the Non-Signatories have not stated with particularity which issues in the Joint Motion are novel or recent, and have failed to make the threshold demonstration for us to allow oral argument.

Rule 25-22.0022(1), F.A.C., allows a party to request oral argument on a motion for reconsideration. This request must be filed concurrently with the motion for reconsideration, and must state with particularity why oral argument would aid us in understanding and evaluating the issues to be decided. Granting or denying oral argument is within our sole discretion. Rule 25-22.0022(3), F.A.C.

We granted the Joint Request at the April 7, 2026 agenda conference and allowed 10 minutes per side for oral argument. FEL and OPC presented arguments in support on the Joint Motion. FAIR noted its joinder in these arguments. FPL responded in opposition. The arguments of counsel were taken into consideration in our vote on the Joint Motion.

Joint Motion for Reconsideration

A motion for reconsideration under Rule 25-22.060(1)(a), F.A.C., may be filed by "[a]ny party to a proceeding who is adversely affected by an order of the Commission." A party need not file a motion for reconsideration in every instance prior to taking appeal. A motion should be filed only where the order under review on its face demonstrates that we have overlooked or failed to consider a point of fact or law. *See Diamond Cab Co. v. King*, 146 So. 2d 889 (Fla. 1962); *Pingree v. Quaintance*, 394 So. 2d 162 (Fla. 1st DCA 1981). A motion for reconsideration must be based upon facts in the record and susceptible to review. *Stewart Bonded Warehouse, Inc. v. Bevis*, 294 So. 2d 315 (Fla. 1974). A motion for reconsideration is

not a vehicle to reargue matters that have been considered. *Sherwood v. State*, 111 So. 2d 96 (Fla. 3d DCA 1959) (*citing State ex. rel. Jaytex Realty Co. v. Green*, 105 So. 2d 817 (Fla. 1st DCA 1958)).

The Joint Motion raises five issues, each of which we address in turn below.

1. Stochastic Loss of Load Probability

The stochastic loss of load probability (SLOLP) refers to the output of a methodology (stochastic) used to calculate the likelihood (probability) that a utility will not be able to provide sufficient electricity to all ratepayers for some period of time (loss of load). The SLOLP is expressed as a percentage or fraction reflecting expected occurrence per year(s). In its as-filed case, FPL relied upon the SLOLP to demonstrate that anticipated losses of load justified a need for the requested generation and storage capacity additions. FPL did not expressly rely upon the SLOLP as support for the solar generation and battery storage additions contained in the 2025 SSA. The 2025 SSA did not specify a particular methodology – SLOLP or otherwise – that will be used to support future resource additions in 2027, 2028, and 2029.

Positions of the Parties

In the Joint Motion, the Non-Signatories disagree with the premise that the SLOLP was not the foundation for the battery and solar additions approved in the 2025 SSA. The Non-Signatories argue that, whether expressly mentioned or not, the SLOLP is the only methodology in the record that could possibly support FPL's requests in the 2025 SSA. The Non-Signatories emphasize that 70 pages of FEL's post-hearing brief was dedicated to demonstrating the inadequacy of SLOLP to support "billions of dollars in battery storage and solar facilities in 2025, 2026, and 2027."[5] The Non-Signatories argue that the Final Order overlooks their lengthy arguments that the SLOLP submitted and relied upon in this proceeding was based on biased inputs and, therefore, is not competent substantial evidence. The Non-Signatories further argue that the Final Order also overlooks the lack of evidence in this record regarding the general validity of the methodology.

Specifically as to the 2025-2027 battery additions, the Non-Signatories contend that the only finding in the Final Order regarding SLOLP is "the unhelpful tautology" that the battery additions will provide additional capacity. As to the solar facilities, the Non-Signatories contend that the Final Order mentions the SLOLP only as it relates to future proceedings and two tariffs, and makes no findings that the solar facilities are needed or the most cost-effective method of generation.

FPL responds that the entirety of the Non-Signatory protest on this issue is pure reargument and, as a matter of law, should be disregarded for failing to meet the threshold for reconsideration. FPL continues that the Non-Signatories' arguments are legally misplaced in light of the specific standard for our consideration of settlement agreements set forth by the Florida Supreme Court in *Floridians Against Increased Rates, Inc. v. Clark*, 371 So. 2d 905 (Fla.

[5] Joint Motion at 5.

2023) (hereinafter *FAIR*). FPL asserts that the key directive from the Court in *FAIR* relative to the Joint Motion is that "while the Commission need not resolve every issue independently in its final order when it is reviewing a settlement agreement, it must nonetheless discuss the major elements of the settlement agreement and explain why it is in the public interest." 371 So. 2d at 912 (internal quotations and citations omitted). FPL then argues that we were under no obligation to address SLOLP because it was not identified as a major element, and is otherwise generally subsumed in our discussion of the public interest. FPL concludes by asserting we fully explained all bases for finding the 2025 SSA to be in the public interest in our Final Order.

Analysis

FEL spent considerable time at the Final Hearing cross-examining witnesses about the SLOLP in general, the inputs to the model provided by FPL, and the outputs as they related to time of day and solar production. FEL spent a corresponding portion of its post-hearing brief on these same issues. While the importance assigned to the SLOLP by FEL at the hearing and in its brief may correspond to its importance to the resource plan contained in FPL's as-filed case, this importance does not carry over to the 2025 SSA.

The 2025 SSA itself is not based on and in no way required our endorsement of the SLOLP or the stochastic methodology. The battery storage and solar additions authorized in the 2025 SSA were not justified based on the SLOLP. Furthermore, as we found in the Final Order, "[u]nlike FPL's initial petition which specified the use of FPL's newly proposed (Stochastic Loss of Load Probability or SLOLP) resource planning methodology, the 2025 SSA does not specify the methodology."[6] Accordingly, the SLOLP was not identified as a major element and was not directly relevant to our approval of the 2025 SSA. There was nothing for us to overlook with respect to a methodology we did not rely upon.

We approved the battery storage and solar generation additions contested by the Non-Signatories in the Final Order as part of Major Element 3, "2026 & 2027 Base Rate Adjustments." The reasons for approval are set forth in the Final Order, and do not include any reliance on the SLOLP. To the extent the Joint Motion requests that we reconsider our approval, such is pure reargument of litigated and decided issues, and beyond the scope of a motion for reconsideration.

Decision

Because the Non-Signatories failed to identify a point of fact or law we overlooked in rendering the Final Order, Section I of the Joint Motion titled "The SLOLP" is denied.

2. FPL's FEECA Performance

As required by Section 366.82(10), F.S., we considered FPL's performance under the Florida Energy Efficiency and Conservation Act (FEECA) and included appropriate findings in

[6] Order No. PSC-2026-0022-S-EI at p. 43.

the Final Order.[7] After these findings, the Final Order notes that "[n]o party submitted prefiled testimony on this topic or FPL's FEECA compliance."

Positions of the Parties

The Non-Signatories take issue with the sentence quoted immediately above, and state that FEL jointly submitted prefiled testimony on this topic, "and further that FEL cross-examined the Company-designated witness on the subject of FPL's FEECA performance at hearing and admitted an additional exhibit on this topic . . . ."[8] The Non-Signatories assert that we overlooked the record evidence and failed to make findings regarding FPL's FEECA performance in its Final Order.[9]

FPL counters that the argument regarding this single sentence is, at most, a "non-material drafting quibble" that does not affect the Final Order. FPL continues that the Final Order considered the Company's FEECA performance, and that no substantive matter was overlooked. FPL notes that it submitted prefiled testimony and briefed the subject of its FEECA performance.

Analysis

The Non-Signatories' argument that the Final Order overlooked the fact that prefiled testimony was submitted is well-founded. The finding in the Final Order with which issue is taken incorrectly states only that no prefiled testimony was submitted regarding FEECA compliance. FEL submitted the following prefiled testimony of Florida Rising witness Marcelin:

> In 2023, FPL failed to achieve any of the energy-efficiency goals for the residential sector as set by the Florida Public Service Commission. In 2024, FPL achieved the GWh energy savings goal for the residential sector, which, for our members, is the most important goal as this is the goal that helps our members save money on their electricity bills, but did not achieve the summer or winter peak MW savings goal for the residential sector. Compared to national averages, their savings are still rather small.[10]

While this reference does not mention FEECA, it does contain the phrase "energy-efficiency goals." Further, as noted in its Response to the Joint Motion, FPL submitted prefiled testimony regarding FEECA.[11]

The Final Order's statement that there is no prefiled testimony regarding FEECA compliance overlooks the mention of energy-efficiency in the prefiled testimony of FEL witness

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[7] The Florida Energy Efficiency and Conservation Act is codified at Sections 366.80 through 366.83, and 403.519, F.S. Section 366.82(10), F.S., provides, in pertinent part, that "[t]he commission shall also consider the performance of each utility pursuant to ss. 366.80-366.83 and 403.519 when establishing rates for those utilities over which the commission has ratesetting authority."
[8] Joint Motion at 7.
[9] *Id.* at 8.
[10] Tr. at 3907.
[11] *See* Tr. at 837, 858-60 & 978.

Marcelin quoted above. That same statement overlooks the prefiled testimony on FEECA submitted by FPL witness Nichols. Accordingly, the Joint Motion is granted in this respect, and that the Final Order is amended as follows:

> ~~No party~~ FPL and FEL submitted prefiled testimony on the topic of FPL's FEECA compliance. FEL witness Marcelin stated that FPL failed to achieve any energy efficiency goals for 2023 and did not achieve the summer or winter peak MW savings goal for the residential sector in 2024. FPL witness Nichols testified that FPL reduced energy consumption by implementing various DSM measures, thereby saving ratepayers money and eliminating the need to construct new generation.

We do not concur with the Non-Signatories' argument that additional findings regarding FEECA performance are warranted. The Final Order contains findings regarding the most recent approval of FPL's demand-side management plan, the demand and energy savings programs in the plan, how these programs are available to eligible customers on a voluntary basis, and how goal achievement varies year-by-year.[12] Our consideration of FEECA in this Final Order is consistent with Section 366.82(10), F.S.

Conclusion

Section II of the Joint Motion titled "FPL's FEECA Performance" is granted with respect to the prefiled testimony regarding FEECA, and the Final Order is amended as noted immediately above. Section II of the Joint Motion is denied in all other respects.

3. Cost of Service Legal Obligations

Section 366.06(1), F.S., requires us "to the extent practicable, consider the cost of providing service to the class, as well as . . . the consumption and load characteristics of the various classes of customers" as part of its analysis in setting fair, just, and reasonable rates. Five cost of service studies were submitted by the parties and entered into the record of this proceeding. Each study reached different results. The rates we ultimately approved in the 2025 Settlement reflect compromise among competing parties who submitted the various studies and, accordingly, do not correspond precisely to any one of the studies.

Positions of the Parties

The Non-Signatories assert that we found as follows:

> Not only is one specific cost of service study not required . . . [o]ur duty is to determine whether the resulting allocation results in rates that are fair, just and reasonable, and is in the public interest.

[12] Order No. PSC-2026-0022-S-I at p. 60.

The Non-Signatories then argue that this "finding" demonstrates that "[t]he Commission has overlooked its specific statutory duty to consider the cost of providing service to each customer class and has instead relied on a methodology that is not supported by any competent, substantial evidence of record."[13]

FPL responds that the cost of service studies were considered, no point of law or fact was overlooked, and the Joint Motion on this point is reargument that should be rejected.

Analysis

The Non-Signatories' argument is founded on two phrases taken from a much larger paragraph in the Final Order. The full paragraph is set forth below, with the two selected phrases underscored.

> The revenue requirement allocation in the 2025 SSA is not the result of one specific cost of service study. The revenue requirement allocation is the result of negotiations in a complex docket with five cost of service studies, each with its own assumptions, methodologies, inputs, and conclusions. In this context, it stands to reason that the negotiated outcome would not be the result of one agreed-upon study, but would rather be based on inputs from more than one cost of service study. Not only is one specific cost of service study not required, the parity results of the revenue allocation under the proposed settlement are within the ranges of parity under each cost of service methodology presented and are reasonable. Our duty is to determine whether the resulting allocation results in rates that are fair, just, and reasonable, and is in the public interest when considered as part of the 2025 SSA as a whole. That determination is set forth at the conclusion of this Order.[14]

The sentence that immediately precedes the first underscored phrase clearly states that we considered the cost of providing service to each class as set forth in five cost of service studies. We ultimately approved rates by class that fall within the ranges of parity established by studies of record, all of which are competent substantial evidence. We have "to the extent practicable, consider[ed] the cost of providing service to the class," consistent with Section 366.06(1), F.S.

We do not agree with the Non-Signatories' implicit argument that a settlement must be based on one cost-of-service study of record, or that the settling parties must necessarily undertake a new study during settlement negotiations. The introductory statutory phrase "to the extent practicable" and the directive "consider" the cost of providing service to the classes recognize the discretion inherent in ratemaking.[15] We properly exercised that discretion in

[13] Joint Motion at 9.
[14] Order No. PSC-2026-0022-S-EI at pp. 33-34.
[15] *See Action Grp. v. Deason*, 615 So. 2d 683, 686 (Fla. 1993) (Section 366.06(1) is a "broad grant of authority" to the Commission); *Martinez v. Reemployment Assistance Appeals Comm'n*, 118 So. 3d 878, 882 (Fla. 3d DCA 2013) (use of "practicable" in statute grants agency discretion).

considering all cost of service studies, to the extent practical and in the context of a settlement agreement, and approving the 2025 SSA.

Conclusion

Because the Non-Signatories failed to identify a point of fact or law we overlooked in rendering the Final Order, Section III of the Joint Motion titled "Cost of Service Legal Obligations" is denied.

4. New Evidence

The final hearing in this docket was conducted pursuant to the procedures set forth in Section 120.57(1), F.S. The record in such a case consists of the following:

1. All notices, pleadings, motions, and intermediate rulings.
2. Evidence admitted.
3. Those matters officially recognized.
4. Proffers of proof and objections and rulings thereon.
5. Proposed findings and exceptions.
6. Any decision, opinion, order, or report by the presiding officer.
7. All staff memoranda or data submitted to the presiding officer during the hearing or prior to its disposition, after notice of the submission to all parties, except communications by advisory staff as permitted under s. 120.66(1), if such communications are public records.
8. All matters placed on the record after an ex parte communication.
9. The official transcript.

Section 120.57(1)(f), F.S. This record is created during an administrative proceeding and is closed when the final hearing adjourns. *See Department of Transp. v. J.W.C. Company, Inc.*, 396 So. 2d 778, 786 (Fla. 1st DCA 1981). An agency is not specifically authorized by Chapter 120, F.S., to receive additional evidence after the hearing has concluded and the record has closed. *See Lawnwood Medical Center, Inc. v. Agency for Health Care Admin.*, 678 So. 2d 421, 425 (Fla. 1st DCA 1996).

We conducted the final hearing in this rate case on October 6-10 and 13-16, 2025. We admitted 862 exhibits and took official recognition of numerous documents. A transcript of the final hearing was filed in this docket. Commission staff filed a summary in the docket for our consideration before the special agenda conference on the 2025 SSA on November 20, 2025. All of these matters of record were before us when we voted to approve the 2025 SSA.

One of the mechanisms in the 2025 SSA we approved in the Final Order is a "Rate Stabilization Mechanism" (RSM). The RSM is replacing a similar FPL mechanism known as the "Reserve Surplus Amortization Mechanism" (RSAM). The Final Order provides as follows regarding the RSM:

> The RSM will function almost identically to the RSAM. The RSM will be funded in the estimated amount of $1.452 billion using the following . . . Any remaining balance in FPL's existing RSAM as of January 1, 2026, estimated to be $153.5 million . . . .[16]

This estimated $153.5 million is referred to as the "carryover." Because the carryover was an estimated amount, the Final Order recited the following procedural commitment from the 2025 SSA:

> Pursuant to the 2025 SSA, FPL will file an attachment to its monthly earnings surveillance report for December 2025 showing the final RSAM amount that will carry over to the TSM as well as the amount associated with the 2025 battery storage-related ITC. The sum of the $1.155 billion unprotected deferred tax liability, the final RSAM residual amount, and the final amount to the 2025 ITCs shall constitute the 'RSM amount.'[17]

Positions of the Parties

The Non-Signatories assert that the Final Order overlooked certain facts regarding the ultimate amount of the carryover and seek reconsideration on this issue. In support of their argument, the Non-Signatories attached the following materials to the Joint Motion:

> (1) FPL's November 2025 earnings surveillance report, filed with the Commission clerk on January 15, 2026 (Attachment A to Joint Motion).
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> (2) Transcript of prepared remarks presented at FPL's Fourth Quarter and Full-Year 2025 Earnings Conference Call, conducted January 27, 2026 (Attachment B to Joint Motion).
>
> (3) FPL's October 2025 earnings surveillance report, filed with the Commission clerk on December 15, 2025 (Attachment C to the Joint Motion).

The Non-Signatories assert that "[t]he Final Order overlooks that, based on this newly-available earning surveillance report, this [carryover] is likely to be a gross underestimate with the actual carryover likely to be at least double and possibly triple that amount."[18]

FPL responds that the Non-Signatories are again rearguing their case against the RSM. FPL asserts that these arguments were made at the final hearing and in post-hearing briefs and should not be heard here. FPL continues that the Final Order finds that the carryover is an estimate and establishes the procedure for that amount to be made certain. FPL further argues that rate cases are based on forecasts and estimates, and that allowing such matters to be revisited with new evidence would establish an unworkable precedent and result in a never-ending

[16] Order No. PSC-2026-0022-S-EI at 49.
[17] *Id.* at 50.
[18] Joint Motion at 11.

process. FPL concludes by noting that allowing the consideration of post-hearing evidence could raise due process concerns.

Analysis

The carryover was never represented to be an amount certain. We acknowledged this uncertainty in the Final Order when we found that the carryover is "*estimated* to be $153.5 million."[19] By including "estimated," the Final Order expressly noted the fact that carryover may be larger (or smaller) than $153.5 million. The Non-Signatories nonetheless argue that we should grant reconsideration because subsequent events show that the $153.5 amount in the Final Order is "a gross under*estimate*."[20] A difference between an estimate and a final amount proves only that the former was, indeed, an estimate. The degree of difference does not necessarily mean a fact was overlooked when making the initial estimate. This rings especially true when the facts that were allegedly overlooked did not exist when the estimate was made.

As noted above, the Final Order requires that FPL file an attachment to its monthly earnings surveillance report for December 2025 showing the final RSAM amount. In support of the Joint Motion, the Non-Signatories submitted additional materials not mentioned in the Final Order related to both the carryover and FPL's return on equity. These materials were not introduced into evidence at the final hearing and are not part of the record. These materials did not exist when we made our decision in November 2025. For all of these reasons, this new evidence is not appropriate to consider on a motion for reconsideration. *Stewart Bonded Warehouse, Inc. v. Bevis*, 294 So. 2d 315, 317 (Fla. 1974) (reconsideration must be based upon specific factual matters set forth in the record).

The case cited by the Non-Signatories in support of their request to reopen or supplement the record with their newly-discovered evidence is readily distinguishable. At issue in *Florida Department of Corrections v. Provin* was whether the Career Service Commission (CSC) erred in receiving new evidence in support of a motion for rehearing. 515 So. 2d 302, 306 (Fla. 1st DCA 1987). The court found that the statute regarding CSC proceedings and agency rule on rehearing afforded the CSC "broad discretion,"[21] and that the agency was acting consistently with prior orders on rehearing in receiving new evidence. *Id*. Notably, the new evidence that was

[19] *Id.* at 49 (emphasis added).
[20] Joint Motion at 11 (emphasis added).
[21] The court concluded its opinion with the following:

> In consideration of these issues and the unique statutory powers conferred upon the [Career Service Commission], we think it helpful to repeat what was long ago stated by the United States Supreme Court in *ICC v. Jersey City,* 322 U.S. 503, 514–515, 64 S. Ct. 1129, 1134–1135, 88 L. Ed. 1420, 1428 (1944): "It has been almost a rule of necessity that rehearings were not matters of right, but were pleas to discretion. And likewise it has been considered that the discretion to be invoked was that of the body making the order, and not that of a *reviewing body.*" (emphasis supplied)

Provin, 515 So. 2d at 306–07.

introduced existed at the time of the hearing, but was not introduced into the record. The agency determined, and the court affirmed, that the party's lack of due diligence in seeking to have the evidence admitted at the initial hearing was not a bar to its admission on rehearing. *Id.* at 306.

The statute and rules at issue in *Provin* are specific to the CSC. Unlike our rule for reconsideration, the CSC's rehearing rule allowed for that commission to consider whether the decision was based on fraud, collusion, deceit, or mistake. The court noted that the CSC "has interpreted the rule as permitting it to reconsider its earlier final order, *even if its reconsideration was based upon factors earlier considered when reaching its initial order*." *Id.* (emphasis added). Unlike the CSC, we have never applied our reconsideration rule to allow such reargument. Additionally, in *Provin*, the evidence sought to be introduced existed at the time of the hearing. The evidence the Non-Signatories rely on in support of reconsideration in this docket did not exist at the time of the final hearing in this docket.

The invitation by the Non-Signatories for us to reopen the record and consider more recent earnings surveillance reports could be expected to result in a reciprocal request from FPL to admit countervailing evidence and testimony. Another earnings report would be available with every month that passes, repeatedly creating new evidence. Opening the door to recurring adjustments and reconsideration based on monthly reports would create "a never-ending process" that the Administrative Procedure Act does not envision,[22] and would eliminate the efficiencies sought to be achieved by the RSM and the four-year rate plan.

Perhaps the closest analogy to the instant situation is the Order on Reconsideration and Revising Implementation in Order No. PSC-97-0637-FOF-TL, issued June 3, 1997, in Docket No. 961153-TL, *In re Petition for Numbering Plan Relief for 904 area code, by BellSouth Telecommunications, Inc.*, cited by the Non-Signatories in the Joint Motion. At the agenda conference where the decision was to be made in that docket, that Commission debated whether to delay the vote in order to hear whether the North American Numbering Council (NANC) would object to the proposed action. *Id.* at 3. That Commission decided to not defer, opting instead to make a decision "and then the administrator and the NANC could respond." *Id.* The NANC responded and that Commission, consistent with the statements made prior to the initial approval, voted on its own motion to reopen the record, consider the response, and reconsider the prior final order.

In this docket, we were made aware that the carryover was an estimate. We voted to approve the carryover as an estimate, and directed that FPL make a specific follow-up filing to fix an amount certain for the carryover. Consistent with the direction in the Final Order, FPL made the required filing. Like with the numbering plan docket discussed in the preceding paragraph, we established a specific process to be followed after the initial approval. In this case, the process involved a post-hearing filing. In the docket discussed above, the process involved reopening the record. These processes were styled to particular cases based on specific facts, and are not interchangeable.

[22] *Fla. Dep't of Transp. v. J.W.C. Co.,* 396 So. 2d 778, 784 (Fla. 1st DCA 1981).

Conclusion

Because the Non-Signatories failed to identify a point of fact or law in the record we overlooked in rendering the Final Order, Section IV of the Joint Motion titled "New Evidence on Funding for RSM and FPL ROE" is denied.

5. Final Order / Commission Decision

We met on November 20, 2025, at a special agenda conference to consider the 2025 SSA. Because these discussions are post-hearing, participation is limited to us and Commission staff under Rule 25-22.0021(6), F.A.C. Staff presented a Summary and Overview document. All five Commissioners spoke to various aspects of the 2025 SSA. At the end of these deliberations, we voted unanimously to approve the 2025 SSA.

Positions of the Parties

The Non-Signatories contend that "the Final Order overlooked the point of law that the Final Order fails to accurately memorialize the Commission's November 20, 2025, public discussion and explanation of its decision that the [2025 SSA] was in the public interest and results in fair, just, and reasonable rates."[23] The Non-Signatories' contention in the Joint Motion is that the Final Order errs in not simply reciting verbatim the statements we made at the November special agenda conference. Because the Final Order contains words not spoken by any Commissioner at the special agenda conference, the Non-Signatories characterize it as Commission staff's "reimagining" or "reconstruction" of our "insufficient lip-service to the requirements of Florida law"[24] at the November special agenda conference. The position of the Non-Signatories is that "the Commission must discuss its consideration of the competing arguments of the major elements and supply a reasonable explanation, given the arguments, of how the evidence led to that decision."[25]

FPL responds that the Non-Signatories' argument lacks legal support and is contrary to decades of our practice. FPL contends that the binding legal precedent from the Florida Supreme Court requires that the final order contain detailed findings, and that the same precedent contains no requirement for the final order to strictly follow oral statements made by one or more Commissioners.

Analysis

The Non-Signatories cite no law in support of their argument that boards or commissions must dictate the entire content of their final orders from the dais. We are aware of no such precedent. With respect to us specifically, the Florida Supreme Court has instructed that "a reasonable explanation, given the arguments, of how the evidence led to that decision" must be included in a final order. *FAIR*, 371 So. 3d at 922. We do not read this precedent from the Court

[23] Joint Motion at 13.
[24] *Id.* at 13 & 28.
[25] Joint Motion at 37.

as standing for the proposition that we must dictate *verbatim* from the bench the precise words that must be included in a final order, or that we must engage in detailed wordsmithing of a written order from the bench.

Nor does the case law cited by the Non-Signatories compel such a process. That case law instructs that "[o]ral pronouncements of an agency at a duly noticed hearing control over a written order which is inconsistent with those pronouncements." *Verlini v. Department of Health*, 853 So. 2d 481, 483 (Fla. 1st DCA 2003). The court in *Verlini* held that relief was appropriate because the agency "enter[ed] a written final order which conflicts with its oral pronouncement." *Id.* at 484. In reaching this conclusion, the court in *Verlini* relied on *Ulano v. Anderson*, 626 So. 2d 1112 (Fla. 3d DCA 1992). In *Ulano*, the court granted relief upon a finding that "the trial judge made a series of oral pronouncements indicating that Dr. Ulano would recover . . . [and subsequently] entered a written final judgment in favor of Dr. Anderson, denying Dr. Ulano any recovery whatsoever." 626 So. 2d at 1112. In these cases and numerous others,[26] the inconsistency between the oral pronouncement and the written final order was not length or number of words, it was an actual conflict or material difference.

There is no such conflict or material difference between the Final Order and our statements at the November 2025 special agenda conference. The Final Order did not overlook this law, or the facts at the November 2025 special agenda conference.

Conclusion

Because the Non-Signatories failed to identify a point of fact or law we overlooked in rendering the Final Order, Section V of the Joint Motion titled "The Final Order Fails to Accurately Memorialize the Commission November 20, 2025 Public Discussion and Explanation for the Commission's Decision that the SIP Agreement is in the Public Interest and Result, in Fair, Just, and Reasonable Rate" is denied.

[26] *See, e.g., Leonard v. Leonard*, 613 So. 2d 1339, 1340 (Fla. 3d DCA 1993) (final judgment signed by the trial judge contained net pension value that was $50,000 less than announced value must be modified); *Ivens Corp. v. Cohen*, 560 So. 2d 1352, 1353 (Fla. 3d DCA 1990) ("the record indicates that the trial court expressed to the parties findings different from those memorialized in the final judgment"); *Meyer v. Meyer,* 525 So. 2d 462, 464 (Fla. 4th DCA) (entry of written judgment by trial court containing provision materially different from that which court announced at trial was substantive error).

Therefore, it is

ORDERED by the Florida Public Service Commission that the Customer Majority Parties' Joint Request for Oral Argument is granted. It is further

ORDERED by that the Customer Majority Parties' Joint Motion for Reconsideration of the Final Order Approving the 2025 Stipulation and Settlement Agreement is granted in part and denied in part, as set forth in the body of this Order. It is further

ORDERED that this docket shall remain open while the appeals filed by OPC, FAIR, and FEL are pending with the Florida Supreme Court.

By ORDER of the Florida Public Service Commission this 27th day of April, 2026.

ADAM J. TEITZMAN
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
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Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

SPS

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

Any party adversely affected by the Commission's final action in this matter may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.