

**BEFORE THE FLORIDA  
PUBLIC SERVICE COMMISSION**

**DOCKET NO. 120015-EI  
FLORIDA POWER & LIGHT COMPANY**

**IN RE: PETITION FOR RATE INCREASE BY  
FLORIDA POWER & LIGHT COMPANY**

COM	5
AFD	4
APA	1
ECO	1
ENG	1
GCL	1
IDM	1
TEL	1
CLK	1

**REBUTTAL TESTIMONY OF:**

**MORAY P. DEWHURST**

**(PROPOSED SETTLEMENT AGREEMENT)**

DOCUMENT NUMBER 07551

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**FLORIDA POWER & LIGHT COMPANY**  
**REBUTTAL TESTIMONY OF MORAY P. DEWHURST**  
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**(PROPOSED SETTLEMENT AGREEMENT)**  
**NOVEMBER 8, 2012**

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**I. INTRODUCTION**

**Q. Please state your name and business address.**

A. My name is Moray P. Dewhurst. My business address is Florida Power & Light Company, 700 Universe Boulevard, Juno Beach, Florida 33408.

**Q. Did you previously submit direct testimony in this proceeding?**

A. Yes. I submitted both direct and rebuttal testimony in connection with the underlying technical hearing. In addition, I submitted direct testimony in this supplemental phase of the proceeding to consider the Proposed Settlement Agreement.

**Q. What is the purpose of your rebuttal testimony?**

A. The purpose of my testimony is to respond to the contentions raised by Office of Public Counsel’s (“OPC”) witness O’Donnell with regard to the level of Return on Equity (“ROE”) and equity ratio in the Proposed Settlement Agreement.

**Q. Do you have any exhibits to your rebuttal testimony?**

A. Yes. Attached as MD-11 is the Proposed Settlement Agreement that is the subject of my testimony.

1 **II. SUMMARY**

2  
3 **Q. Please summarize your rebuttal testimony.**

4 A. OPC witness O'Donnell's entire approach to the question of the reasonableness of  
5 the ROE and capital structure embedded in the Proposed Settlement Agreement is  
6 flawed. He considers ROE and capital structure in isolation, ignoring the broader  
7 context of the full scope of the Proposed Settlement Agreement as well as the  
8 broader environment in which it was negotiated. He provides little new  
9 perspective on the subjects, instead largely reiterating OPC's previous claims, and  
10 what new information he does offer is internally inconsistent and does not support  
11 his contentions.

12  
13 Apart from reviewing the full range of testimony previously submitted on ROE  
14 and capital structure, including that submitted by Dr. Avera, there are a number of  
15 other facts that the Florida Public Service Commission ("FPSC" or "the  
16 Commission") can look to when considering the reasonableness of ROE and  
17 capital structure within the context of a general base rate case settlement  
18 agreement. First, the Proposed Settlement Agreement was extensively negotiated  
19 between parties with widely differing and opposing positions on the core issues,  
20 including ROE and capital structure. Second, the resulting residential typical bills  
21 likely will continue to be the lowest in the state, emphasizing the affordability  
22 resulting from the Proposed Settlement Agreement. Third, and contrary to  
23 witness O'Donnell's contention, the FPSC can reasonably look to the Progress

1 Energy Florida (“PEF”) 2012 Settlement Agreement for a wide range of  
2 comparisons with corresponding terms in the Proposed Settlement Agreement,  
3 including ROE.

4  
5 Witness O’Donnell’s claim that the FPSC should ignore all authorized ROEs (for  
6 other utilities with which FPL is frequently compared by investors) *except* those  
7 issued this year is misguided. Investors can and do compare FPL’s authorized  
8 ROE with those currently applicable to other utilities in the southeast peer group,  
9 and those ROEs represent the contemporaneous, competing opportunities  
10 available to them.

11  
12 Witness O’Donnell also makes fatal errors in his attempt to argue that costs of  
13 capital have declined in 2012, and I demonstrate that his own data undermine his  
14 contention and instead are consistent with the observation I made in my direct  
15 testimony that, under the Proposed Settlement Agreement, FPL’s investors are  
16 exposed to a greater degree of inflation and interest rate risk than they would  
17 otherwise be.

18  
19 In his superficial treatment of equity ratio, witness O’Donnell offers no new  
20 information but merely repeats earlier, flawed logic, from his previous testimony  
21 in this proceeding. Contrary to his implicit assumption, companies differ in their  
22 risk profiles in many more ways than simply their equity ratios; indeed, the very  
23 fact that FPL’s current equity ratio co-exists with its current ‘A-’ rating clearly

1 demonstrates that there must be other risk factors (which I described extensively  
2 in my prior direct and rebuttal testimony) that ‘require’ FPL’s 59.6% equity ratio  
3 to compensate for, while still supporting an ‘A-’ rating. By witness O’Donnell’s  
4 logic, FPL should be rated much higher than it is if its equity ratio is  
5 “extravagant.”

6  
7 Finally, witness O’Donnell repeats the same errors around the impact on FPL’s  
8 credit ratings of adopting OPC’s positions on ROE and equity ratio that were  
9 previously expressed in his August testimony. Not only is there no new  
10 information here for the FPSC to consider but the repetition of obviously flawed  
11 analysis without any attempt to address the criticisms that have been raised  
12 against it is concerning.

13  
14 In summary, witness O’Donnell’s testimony adds little to his prior presentation in  
15 this case, and when the errors in his analysis are corrected serves to support rather  
16 than refute the contention that approval of the Proposed Settlement Agreement is  
17 in the public interest.

18  
19 **III. O’DONNELL’S APPROACH IS FUNDAMENTALLY FLAWED**

20  
21 **Q. Does OPC witness O’Donnell consider the Proposed Settlement Agreement**  
22 **in its entirety?**

1 A. No. Although he notes (page 4) that “each settlement is based on factors that are  
2 unique to the circumstances of that case,” witness O’Donnell does not attempt to  
3 consider the Proposed Settlement Agreement in its entirety. In fact, he explicitly  
4 states that he is “addressing the technical aspects of [co-signatories witnesses’]  
5 testimonies as they relate to the cost of capital components of the [Proposed  
6 Settlement Agreement]” (page 3).

7 **Q. Do witness O’Donnell’s arguments on the cost of capital provide a  
8 meaningful basis to judge the overall reasonableness of the Proposed  
9 Settlement Agreement?**

10 A. No. In addition to ignoring the broader context of the overall “unique  
11 circumstances” of the Proposed Settlement Agreement, witness O’Donnell’s  
12 testimony is largely restricted to comments on ROE and, to a lesser extent, equity  
13 ratio that simply reiterate points made in earlier testimony by OPC witnesses. He  
14 provides no analysis on whether or not a 10.7% authorized ROE is reasonable *in*  
15 *the context of the Proposed Settlement Agreement*. Rather, he refers specifically  
16 to OPC witness Woolridge’s prior testimony to support his core contention that a  
17 10.7% ROE “is higher than would be warranted by any credible analysis of  
18 capital market conditions” (page 3). Further, what little additional contextual  
19 analysis he does provide is internally inconsistent and does not support his claims,  
20 as I will discuss later in my testimony. And finally, even in making his narrow  
21 points, he makes no attempt to rebut the competent and extensive evidence  
22 provided by FPL witness Avera that shows that current capital market conditions  
23 support an ROE range from 10.25% to 12.25%.



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In effect, witness O'Donnell concludes that the Proposed Settlement Agreement's ROE and capital structure terms are too favorable to FPL because they do not line up with the positions that OPC's witnesses have taken earlier in this case and that, as a result of the ROE and capital structure terms, the rates resulting from the Proposed Settlement Agreement would not be fair, just and reasonable. This is made explicit in his final summary in which he asserts that the 59.62% equity ratio (which reflects FPL's current equity ratio) is "excessive, unreasonable and would unduly burden consumers" and the Proposed Settlement Agreement's 10.7% authorized ROE is "excessive, unreasonable and would unduly burden consumers" (p. 14).

Thus, witness O'Donnell's testimony boils down to the notion that because the Proposed Settlement Agreement's terms do not reflect the positions OPC has taken with respect to ROE and capital structure, the resulting rates are not fair, just and reasonable. Yet it would be extraordinary if a settlement agreement, extensively negotiated between independent parties with differing interests, would reflect the extreme positions taken by a party that chose not to enter into the agreement, particularly on a core issue such as ROE, which typically serves as a balancing factor in settlement discussions. Accordingly, witness O'Donnell's testimony provides little basis for the FPSC to judge whether or not the Proposed Settlement Agreement is in the public interest.

1 **Q. Is the approach OPC witness O'Donnell takes in his testimony appropriate**  
2 **for consideration of the Proposed Settlement Agreement?**

3 A. No. FPL's and OPC's underlying positions on ROE and capital structure as  
4 stand-alone issues in this proceeding are not in dispute and have not changed. I  
5 believe the FPSC is well able to evaluate the relative merits of the different  
6 arguments in support of each. I believe the Commission's challenge is to evaluate  
7 the totality of the Proposed Settlement Agreement and its provisions – including  
8 the reasonableness of the 10.7% ROE and the continued use of FPL's existing and  
9 historical capital structure – in the broader context of prior testimony and the  
10 totality of today's facts and circumstances. Consequently, the challenge for  
11 witnesses is to offer additional evidence that can be used to evaluate the overall  
12 reasonableness of the outcomes that would ensue if the Commission were to  
13 approve the Proposed Settlement Agreement.

14 **Q. What evidence can the FPSC look to that is independent of the parties'**  
15 **established views on ROE and capital structure?**

16 A. There are three important facts that witness O'Donnell completely ignores that are  
17 highly relevant here. First, all aspects of the Proposed Settlement Agreement  
18 were extensively and aggressively negotiated by independent parties with  
19 opposing positions on the core issues in the underlying case, including ROE and  
20 capital structure. In fact, the co-signatories had litigation positions which, while  
21 not as extreme as those advanced by the OPC, were in direct opposition to FPL's.  
22 Thus, these terms, when viewed in the context of the full Proposed Settlement  
23 Agreement and the full facts and circumstances of FPL's situation, necessarily

1           imply a meaningful degree of give-and-take. While not dispositive, this provides  
2           strong support for the conclusion that the Proposed Settlement Agreement strikes  
3           a reasonable overall balance.

4  
5           Second, witness O'Donnell ignores the fact that the 10.7% ROE negotiated under  
6           the Proposed Settlement Agreement will decrease FPL's overall cost of capital.  
7           FPL's cost of capital, as noted by OPC's own witness Ramas, would fall from the  
8           already reasonable level of 7.00% in FPL's originally filed case, to an even lower  
9           6.53% under the negotiated agreement. This is one of the lowest electric investor  
10          owned utility ("IOU") cost of capital rates in the state of Florida. This reinforces  
11          that the Proposed Settlement Agreement's ROE is reasonable.

12  
13          Third, witness O'Donnell completely ignores the testimony that shows that if the  
14          Proposed Settlement Agreement is approved, residential customers will continue  
15          to enjoy the lowest typical bills in the state in 2013 and very likely for the term of  
16          the Proposed Settlement Agreement. Abundant testimony in the underlying case  
17          demonstrated that FPL's superior cost position relative to others in the state was  
18          *not* merely a matter of low natural gas prices or scale but instead was in  
19          significant measure a result of actions that FPL had taken. Again, this point is not  
20          dispositive but it is clearly very strong support for the view that the outcomes of  
21          approving the Proposed Settlement Agreement would include rates that are fair  
22          just and reasonable.

23

1 Notwithstanding this fundamental flaw in his overall approach, I will rebut each  
2 of witness O'Donnell's arguments below.

3

4 **IV. THE SETTLEMENT ROE IS REASONABLE**

5

6 **Q. What are witness O'Donnell's arguments regarding ROE?**

7 A. Witness O'Donnell asserts (page 3) that the 10.7% ROE is "higher than would be  
8 warranted by credible analysis of capital market conditions" and therefore would  
9 constitute a windfall for investors. He makes two arguments based on current  
10 capital market conditions. First, he continues to rely on witness Woolridge's  
11 analysis presented during the August 2012 hearing, which was proven to be  
12 inaccurate and unreliable by witness Avera's and my own previous rebuttal  
13 testimony and witness Woolridge's cross examination. Second, he claims that the  
14 cost of capital has fallen since January 2012, supporting lower ROEs than those  
15 recently awarded by this Commission. Additionally, he tests the reasonableness  
16 of the Proposed Settlement Agreement's ROE of 10.7% by comparing it to only  
17 those ROEs awarded in 2012, which is but a small subset of ROEs currently  
18 available to IOU investors. His arguments are incomplete, shortsighted and  
19 inaccurate.

20 **Q. Why are witness O'Donnell's arguments with respect to ROE incomplete?**

21 A. In referring to witness Woolridge's earlier testimony, witness O'Donnell simply  
22 ignores the existence of other evidence provided by myself and witness Avera that

1 shows that 10.7% is materially lower than can be justified by reference to  
2 “credible analysis of capital market conditions.”

3 **Q. Do you agree with OPC witness O’Donnell’s argument that the cost of capital**  
4 **has fallen in 2012?**

5 A. No, and witness O’Donnell’s own data do not support the points he is trying to  
6 make.

7 **Q. Please explain.**

8 A. Witness O’Donnell argues that interest rates have fallen, utility stocks have risen,  
9 and therefore cost of capital must have decreased since the Gulf decision in early  
10 April. Yet he also argues that cost of capital has decreased since the PEF  
11 settlement in mid-January. But according to witness O’Donnell’s own data,  
12 interest rates in mid-January were not materially different from where they are  
13 currently. Consequently, if the decline in interest rates between April and today is  
14 evidence of decreasing cost of capital then there must have been a corresponding  
15 – and roughly equal – *increase* in the cost of capital from January to April.  
16 Witness O’Donnell cannot have it both ways.

17 **Q. Can you suggest an alternative explanation for the data witness O’Donnell**  
18 **has cited?**

19 A. Yes. A much more realistic explanation for what has happened so far this year in  
20 the treasury market is simply continued volatility of rates, driven by continued  
21 uncertainty about the economic outlook and about government economic and  
22 monetary policy, which, far from implying a *decrease* in cost of capital would  
23 potentially imply an *increase* in risk and hence an increase in cost of capital, other

1 things equal. A casual glance at the time series of rates for 2012 shows no readily  
2 discernible trend but rather shows significant variability, thus underlining my  
3 earlier direct testimony that investors during the term of the Proposed Settlement  
4 Agreement are exposed to a greater degree of interest rate risk than the likely  
5 alternative of a series of rate cases in those same years. Witness O'Donnell's  
6 attempts to draw inferences about systematic changes in cost of capital from  
7 interest rates that have risen sharply for some months, then declined to a trough in  
8 mid-July and then increased again to the point where they are materially no  
9 different than where they started the year makes no sense.

10

11 In fact, in making his comparisons between interest rates and the utility equity  
12 index (the Dow-Jones Utility Index), he uses different dates and mixes the  
13 comparisons. For example, he uses a 30 year U.S. Treasury interest rate of  
14 2.99% on January 30, 2012. On that date the Dow-Jones Utility Index closed at  
15 446.56. Witness O'Donnell then states that, on April 3, 2012, the same U.S. 30-  
16 year Treasury rates rose to 3.41%. On that same date the Dow-Jones Utility Index  
17 rose to 461.27. Later, on October 22, 2012, witness O'Donnell states that the  
18 U.S. Treasury rate fell to 2.92%. On that date the Dow-Jones Utility Index rose to  
19 475.49. Witness O'Donnell tries to glean some meaning from these comparisons  
20 but it simply does not hold up. Between January 30th and April 3rd, both interest  
21 rates *and* the index went up. But then between April 3rd and October 22nd,  
22 interest rates fell while the index rose. There is no obvious implication to be  
23 drawn from these comparisons.

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In fact, witness O'Donnell's own testimony here demonstrates the futility of trying to argue – as OPC's witnesses did in their earlier testimony – that changes in interest rates (and especially changes in a Treasury yield curve that every market practitioner recognizes to be distorted by Federal Reserve intervention) should drive lock-step changes in authorized ROE. They do not.

**Q. What other considerations relevant to the Proposed Settlement Agreement arise from the current interest rate environment?**

A. It is indisputable that overall interest rates have come down substantially over the last several years, even though they have not materially declined in 2012. It is also clear that today's treasury curve is widely viewed by professional investors as distorted by the interventions of the Federal Reserve that witness O'Donnell alludes to in his testimony. Simply put, most investors view interest rates as a one-sided bet: there is very little, if any, room for further decreases, but there is substantial risk of material increases – increases that many observers fear will occur precisely because of the Federal Reserve's unprecedented intervention into fixed income markets. This is a theme that I repeatedly encounter in my meetings with investors.

Thus, in considering the reasonableness of the ROE in the Proposed Settlement Agreement, which will be in place for four years, the Commission should look not only to today's environment but also more broadly to the environment that is expected to exist over the full period of the Agreement. Simply assuming that

1 today's very low interest rate environment will necessarily persist throughout the  
2 term of the agreement would be naïve. Witness O'Donnell simply ignores this  
3 issue. Clearly, the real world is far more complex than witness O'Donnell's  
4 testimony would imply.

5 **Q. Does the article included as an exhibit to witness O'Donnell's testimony**  
6 **support his contention that interest rates and inflation will remain low?**

7 A. No. Even the article that is cited by witness O'Donnell does not support his  
8 premise. He cites an ABC News report from September 13, 2012, that discusses  
9 the Federal Reserve's highly-anticipated announcement that it will provide yet  
10 another economic stimulus to the American economy, the apparent third in the  
11 series, called QE3 (which stands for Quantitative Easing – third series). The news  
12 report states that the Federal Reserve will purchase \$40 billion in mortgage  
13 backed securities in yet another effort to stimulate the economy.

14  
15 The Federal Reserve does not control market interest rates. Rather, it has the  
16 authority to set the Federal Funds and Discount rates of member banks in an  
17 *attempt to influence* interest rates. The effort of the Federal Reserve is neither  
18 guaranteed nor unanimously viewed as effective and could lead to an increase in  
19 inflationary pressures. The ABC news report referenced by witness O'Donnell  
20 cited an economist from Morningstar who stated that he was "skeptical" that the  
21 Federal Reserve's actions will have a strong effect on the economy. In fact, the  
22 Federal Reserve itself is not in full agreement that this policy will work and that  
23 interest rates and inflation will be kept low. The same ABC news report goes on



1 to say that “[t]he economic ‘hawks’ within the FOMC have feared that large  
2 purchases of Treasuries and a commitment to low rates, would lead to *higher*  
3 *inflation* in the future, or to an unmooring of inflation expectations.”

4  
5 In another article from about the same time period that witness O’Donnell  
6 references, the Financial Times pointed out (September 17, 2012); “Bond  
7 investors pushed a key measure of US inflation expectation on Monday to their  
8 highest level since 2006, in response to last week’s aggressive policy action by  
9 the Federal Reserve.” The article goes on to point out that “The surge in  
10 expectations of future inflation has been accompanied by a weaker dollar, higher  
11 gold and oil prices as investors view QE[3] as heightening the risk of rising  
12 consumer prices in the future.”

13  
14 As evidence of the increased inflation risks seen by investors, the price of gold  
15 referenced in the article rose from \$1,598 an ounce on January 3, 2012 to \$1,727  
16 on October 22, 2012 (London p.m. fixing gold prices). These facts indicate that  
17 the Federal Reserve is running out of options as rates are nearing trough levels  
18 and cannot go much lower and is succeeding in only increasing the inflation  
19 pressures in the future.

20 **Q. Does witness O’Donnell make other arguments that he attributes to current**  
21 **financial market activity?**

1 A. Yes. Witness O'Donnell attempts to draw an unsupported and conflicting  
2 conclusion that capital costs in 2012 have decreased, but he is unable to  
3 substantiate this position.

4 **Q. Please explain.**

5 A. Witness O'Donnell states (page 6) that utility stocks, as defined by the Dow Jones  
6 Utility Index, have risen 25% since early 2010. But this is in conflict first with  
7 his own data which show that the index grew by only 4.8% during a narrow  
8 period in 2012 and, secondly, with OPC witness Woolridge who states that,  
9 "[s]ince that time [two years after March of 2009], the stock market advance has  
10 been slowed by the U.S. and global economic uncertainties and concerns" (page  
11 9, direct testimony). This pattern, combined with the earlier mentioned modicum  
12 of change in interest rates, appears to conflict directly with witness O'Donnell's  
13 point that costs of capital have somehow decreased.

14 **Q. Do investors care primarily about future expectations?**

15 A. Yes. In fact, investors are especially interested in the future pressure on cost of  
16 capital. The four year term of the Proposed Settlement Agreement makes investor  
17 expectations regarding the future of even greater concern.

18  
19 Witness O'Donnell clearly (i) ignores the future expectations for growth and (ii)  
20 ignores entirely investor expectations. These are fundamental to understanding  
21 what investors are looking for as they evaluate their investment positions.

22 **Q. Is witness O'Donnell's comparison to ROEs only recently authorized in other**  
23 **jurisdictions valid?**

1 A. No. Witness O'Donnell is being highly selective by testing the reasonableness of  
2 the Proposed Settlement Agreement ROE of 10.7% against only other ROEs  
3 authorized in 2012. This is not what investors see. Investors see what each  
4 utility's current authorized ROE is, regardless of the date of their commission's  
5 decision. Therefore, ROEs awarded before 2012 are very relevant for investors.  
6 This is illustrated simply by considering the approved ROE midpoints for the  
7 other Florida IOUs, which range from 10.25% to 11.25%, as well as the average  
8 approved midpoint for major southeastern IOUs at 11.52%. Additionally, if those  
9 historically awarded ROEs were excessive, the respective state commissions  
10 could change them.

11

12 As my earlier testimony showed, FPL's original request of 11.25% was far from  
13 inconsistent with the environment in the southeast region with which FPL is  
14 commonly compared; consequently, the Proposed Settlement Agreement's 10.7%  
15 represents a material reduction from a rate that was broadly comparable to rates  
16 that investors can be expected to look to when considering whether or not to  
17 invest in FPL. It is therefore hard to argue that it is unfair, unjust or unreasonable  
18 on this basis.

19 **Q. Please respond to witness O'Donnell's assertion that the negotiated 10.7%**  
20 **ROE would constitute a "windfall" for FPL's investors.**

21 A. The currently authorized ROE for FPL allows the opportunity to attain an ROE of  
22 11.0%. Under the Settlement Agreement of 2010, the ROE was set at 10.0%, but  
23 with the application of the surplus depreciation mechanism, investors had a high

1 degree of certainty that the Company could earn 11.0%. In fact, that is what the  
2 Company has earned each year. Now, OPC wants to put the Company in a far  
3 worse financial position, with an ROE well below the 10.7% of the Proposed  
4 Settlement Agreement, and with *no* mechanism to maintain earnings at or near  
5 11%. OPC would have this Commission authorize an ROE of 8.5% or 9% – so  
6 low that either figure would be lower than the lowest ROE authorized in the last  
7 two years for any electric utility in the U.S., which included a penalty for poor  
8 performance. In light of the 2010 Settlement Agreement, an ROE of 10.7% can  
9 hardly be seen as a “windfall” for investors.

10 **Q. What other information shows that the Proposed Settlement Agreement’s**  
11 **ROE is reasonable?**

12 A. The fact that the 10.7% ROE was arrived at after negotiations with opposing  
13 parties and that it represents a substantial reduction from the 11.5% that FPL has  
14 already demonstrated would be appropriate both support the conclusion that it is  
15 reasonable. The undisputed customer benefits that would result from the  
16 Proposed Settlement Agreement’s approval, such as FPL’s ability to continue  
17 offering the lowest residential bills in the state in 2013 and FPL’s ability to  
18 maintain the financial strength needed to continue to invest in the electric system  
19 and access capital on competitive terms, further support the reasonableness of the  
20 Proposed Settlement Agreement’s ROE.

21

1  
2 **V. PEF'S SETTLEMENT AGREEMENT IS INSTRUCTIVE**

3  
4 **Q. Witness O'Donnell asserts that it is not appropriate to compare the Proposed**  
5 **Settlement Agreement to the 2012 PEF Settlement Agreement. Is he correct?**

6 A. No, he is not correct, for reasons that I will explain. But even though he contends  
7 that any comparison between the two is inappropriate, he then promptly proceeds  
8 to compare them. He notes that the 10.7% ROE to which OPC and the Florida  
9 Retail Federation, among others, agreed, included 20 basis points conditioned  
10 upon PEF getting its "crippled Crystal River Nuclear Plant" back online prior to  
11 2016. He also notes that under its 2012 agreement, PEF agreed to refund  
12 customers \$288 million in replacement power costs in connection with its "broken  
13 nuclear unit." In so doing, he inadvertently makes important points that support  
14 the reasonableness of the Proposed Settlement Agreement's 10.7% ROE and  
15 other terms.

16  
17 He is correct that there are no refunds associated with the Proposed Settlement  
18 Agreement before the Commission in this proceeding. That is because FPL does  
19 not face a "broken" nuclear unit, a fact which is of enormous benefit to our  
20 customers. This implies two things that affect investors' perceptions. First, from  
21 the standpoint of a utility, PEF's situation only underscores the risks that any  
22 utility faces in operating nuclear units. These units provide tremendous  
23 operational and cost savings value to customers; but if the units do experience  
24 challenges that prevent them from operating, consumer advocates such as OPC

1 typically push for the utility to bear additional costs of replacement power. That  
2 is an example of the highly asymmetric risk associated with nuclear operations  
3 that, in theory, should be compensated through a higher ROE. FPL operates four  
4 nuclear units in Florida at two sites. PEF has just the single unit at Crystal River.

5  
6 Second, from the standpoint of customers, the refunds themselves would be  
7 intended to offset the increased costs they have faced due to the plant having been  
8 taken off line. With the loss of an operating nuclear unit, the overall cost of  
9 electricity will remain higher than otherwise would be the case. So, simply  
10 looking at the two situations from a relative cost perspective, FPL customers  
11 remain much better positioned than those who face the loss of a nuclear unit. So  
12 in a purely economic sense, a comparable ROE for FPL with units that continue  
13 to provide low cost power to customers should hardly be seen as a negative.

14  
15 This in no way would suggest that the ROE agreed to by OPC for PEF is  
16 unreasonable. What I am saying is that for these reasons, when investors see that  
17 OPC and FRF agreed to a 10.5% ROE for PEF, with its only nuclear unit not in  
18 operation, and a 20 basis point incentive for bringing the unit back on line, they  
19 are surprised by OPC's opposition to a 10.7% ROE for FPL which has four units  
20 in operation. In short, if witness O'Donnell is suggesting that the Crystal River  
21 situation is evidence that the increased risk of operating nuclear plants warrants a  
22 higher ROE, then FPL should likewise warrant a higher ROE. If on the other  
23 hand, witness O'Donnell is saying that PEF should have a higher ROE because of

1 the costs and risks it faces due to the challenges with its Crystal River Nuclear  
2 Plant, then as a matter of policy (and economic impact) the same consumer  
3 representatives should have no difficulty supporting a 10.7% ROE for a utility  
4 that does not have a “broken” nuclear unit along with the associated costs for  
5 customers.

6 **Q. Have you had input on this issue from investors?**

7 A. Yes. This is the most frequent issue that has been raised in my discussions with  
8 investors around the Proposed Settlement Agreement. Whether or not OPC  
9 witness O’Donnell believes the comparison is appropriate, it is one that investors  
10 almost uniformly make, and moreover one that leads them to conclude that if  
11 anything the authorized ROE for FPL ought to be higher than PEF’s. In my  
12 interactions with investors, many of them have found it hard to understand how it  
13 could be reasonable for a company with a major nuclear issue, such as Crystal  
14 River, to warrant earning a higher ROE than a company that not only does not  
15 face a similar issue but in addition has better underlying performance in the form  
16 of lower bills and higher reliability.

17 **Q. How does witness O’Donnell’s position comport with public policy?**

18 A. If witness O’Donnell’s implicit argument is that PEF is justified in receiving a  
19 higher ROE precisely because it faces a situation (regardless of whether PEF has  
20 acted imprudently, which I am not in any way suggesting) that potentially will  
21 impose additional costs and risks on both its shareholders and customers, then in  
22 effect he is arguing for an indirect form of ROE penalty on FPL. Thus, witness  
23 O’Donnell’s position would set up a perverse incentive: penalize superior

1 customer value delivery and offer higher returns to utilities which, even where  
2 they have acted prudently in all respects, have delivered less value to their  
3 customers. This is the precise reverse of what a regulator should be wishing to  
4 encourage.

5 **Q. Is there any additional relevance of the PEF 2012 Settlement Agreement in**  
6 **considering whether to approve the Proposed Settlement Agreement?**

7 A. Yes. With regard to the 2012 PEF Settlement Agreement, among other things,  
8 OPC and the Florida Retail Federation both supported:

- 9 • a base rate increase for PEF proportionately larger on a relative basis than the  
10 \$378 million base rate increase that they oppose for FPL, despite FPL's rates  
11 already being well below those of PEF;
- 12 • a base rate increase for PEF without the necessity for PEF to submit Minimum  
13 Filing Requirements, direct testimony, and thousands of responses to  
14 discovery; and
- 15 • a suspension of the requirement to file a depreciation study and fossil  
16 dismantlement study during the term of the settlement agreement, provisions  
17 that they now stridently oppose with regard to the Proposed Settlement  
18 Agreement.

19  
20 I believe the 2012 PEF Settlement Agreement is much more reflective of the  
21 approach to negotiations and settlement that should be encouraged of all parties.  
22 Those who chose to sit down to the table in FPL's case certainly had the PEF  
23 Settlement Agreement in mind as a point of reference given that it had received



1 broad support and had been approved by the Commission. So I understand why  
2 OPC, given the positions it has taken, does not want to have any comparisons  
3 drawn. But, as I have indicated, certainly the negotiating parties took that  
4 agreement into consideration and the investment community absolutely has  
5 focused on it as a frame of reference.

6 **Q. Are you suggesting that the Proposed Settlement Agreement should be**  
7 **approved solely based on a comparison with the 2012 PEF Settlement**  
8 **Agreement?**

9 A. No, but it is another test of reasonableness. If the Proposed Settlement  
10 Agreement (a) provides the benefits I described in my Direct Testimony,  
11 including maintaining low rates, promoting high reliability, providing rate  
12 certainty and stability for customers and creating investor confidence (a critical  
13 component of FPL's capital expansion program in Florida), and (b) also does not  
14 have to address issues associated with a nuclear unit that is off line and which  
15 requires major repairs to bring it back into operation, then there should be a strong  
16 presumption that the Proposed Settlement Agreement is in the public interest and  
17 should be approved.

18

## 19 **VI. O'DONNELL'S VIEWS ON EQUITY RATIO REMAIN FLAWED**

20

21 **Q. How are witness O'Donnell's views on equity ratio flawed?**

22 A. Witness O'Donnell argues that it is relevant to compare unadjusted equity ratios  
23 of companies in other situations without any consideration of the differences in

1 those companies' situations. In doing so, he is implicitly arguing that all utilities  
2 face the same underlying risk profile and therefore any differences in equity ratio  
3 automatically and uniformly reflect differences in what is conventionally called  
4 "financial risk," leading him to state: ". . . logic dictates that the authorized ROE  
5 should be at the low end of the range. . ." (page 11). This is simply factually  
6 wrong.

7  
8 FPL faces a unique collection of risks and other factors that together support  
9 maintaining a higher equity ratio (though not, as was mischaracterized, the  
10 highest equity ratio) than most other utilities. These are described in detail in my  
11 previous testimony and were not refuted by any intervenor witness. As I testified  
12 earlier, simple comparisons of capital structure and balance sheet strength without  
13 consideration of a company's specific situation and needs will not produce  
14 meaningful conclusions.

15  
16 Witness O'Donnell's use of equity ratio information for purposes of evaluating an  
17 appropriate ROE also remains flawed. Once again, witness O'Donnell's position  
18 assumes that the "financial risk" represented by a company's equity ratio is the  
19 *only* risk factor that influences its cost of equity. As described extensively in my  
20 previous direct and rebuttal testimony, there is a long list of business risks faced  
21 by FPL not faced by other electric utilities, or not faced to the same extent as FPL,  
22 that support FPL's need for a stronger financial position.

23 **Q. How else are witness O'Donnell's views on equity ratio flawed?**

1 A. According to witness O'Donnell's logic, a company with a high equity ratio  
2 always would have higher credit ratings than companies with lower equity ratios.  
3 As explained in my direct testimony, FPL has solid credit ratings but not the  
4 highest. FPL is only 'A-' rated, despite the fact that its equity ratio is, as  
5 described by witness O'Donnell "extravagant." FPL's credit is rated the same as  
6 other companies which have lower equity ratios. The rating agencies (and  
7 investors, for that matter) are clearly weighing and considering other risks against  
8 FPL.

9

10 **VII. O'DONNELL REPEATS INCORRECT CREDIT IMPACT ARGUMENTS**

11

12 **Q. Please respond to witness O'Donnell's use of Lawton's previously filed**  
13 **testimony.**

14 A. Witness O'Donnell re-asserts OPC's earlier, discredited position that OPC's  
15 recommendations of a 9% ROE and 50% equity ratio would have no negative  
16 consequences for credit, although he is careful not to say so directly. Instead, he  
17 states that "FPL would continue to exhibit cash flow characteristics of an 'A'  
18 rated utility..." (p. 11).

19

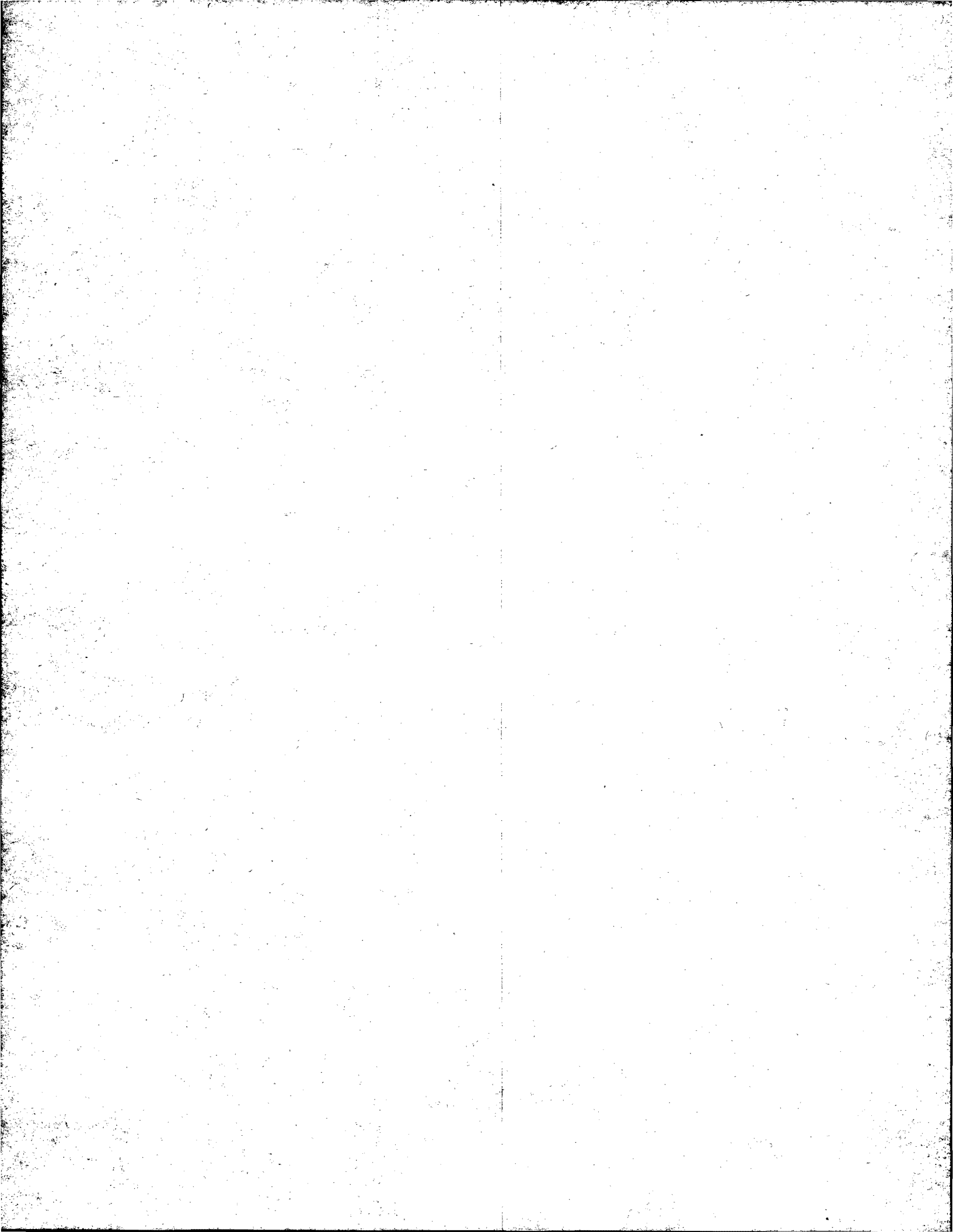
20 OPC's position that a lower ROE than the ROE that resulted in past downgrades plus  
21 a dramatically weakened capital structure would not negatively impact FPL's credit is  
22 not only illogical; it was proven to be inaccurate. The result of OPC's  
23 recommendations would be further downgrades, higher costs of borrowing, and  
24 renewed investor concerns over the regulatory environment in Florida.

1 **Q. Does witness O'Donnell make other misleading arguments about the**  
2 **potential credit impact of this Commission's determination in this**  
3 **proceeding?**

4 A. Yes. Witness O'Donnell once again claims that FPL's credit rating will not be  
5 affected by the ROE authorized in this rate case, and that credit rating agencies  
6 will instead only focus on NextEra Energy, Inc.'s ("NEE's") performance. Two  
7 simple facts clearly indicate the fallacy of this position. First, the credit rating  
8 downgrade that FPL experienced after the 2010 rate decision clearly indicates that  
9 FPL's credit rating is directly impacted by rate case outcomes. Second, the fact  
10 that S&P issues separate rating agency reports for both NEE and FPL cannot be  
11 denied.

12 **Q. Does this conclude your rebuttal testimony?**

13 A. Yes.



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for increase in rates by                     )  
Florida Power & Light Company.                             )  
\_\_\_\_\_ )   Docket No. 120015-EI

**STIPULATION AND SETTLEMENT**

WHEREAS, Florida Power & Light Company (“FPL” or the “Company”), the Florida Industrial Power Users Group (“FIPUG”), the South Florida Hospital and Healthcare Association (“SFHHA”) and the Federal Executive Agencies (“FEA”) have signed this Stipulation and Settlement (the “Agreement”; unless the context clearly requires otherwise, the term “Party” or “Parties” means a signatory to this Agreement); and

WHEREAS, on February 1, 2011, the Florida Public Service Commission (“FPSC” or “Commission”) entered Order No. PSC-11-0089-S-EI approving a stipulation and settlement of FPL’s rate case in Docket Nos. 080677-EI and 090130-EI, which continues in effect through the last billing cycle in December 2012 (the “2010 Rate Case Stipulation”); and

WHEREAS, on March 19, 2012, FPL petitioned the Commission for an increase in base rates of approximately \$516.5 million to be effective on January 1, 2013 following the expiration of the 2010 Rate Case Stipulation, for a step increase of \$173.9 million to be effective upon the commercial in-service date of the Canaveral Modernization Project (scheduled to be June 1, 2013), and for other related relief (the “2012 Rate Petition”); and

WHEREAS, the Parties have filed voluminous prepared testimony with accompanying exhibits and conducted extensive discovery; and

WHEREAS, the Parties recognize that this is a period of substantial economic uncertainty, in which economic development and job creation are vitally important to the state of Florida; and

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in these proceedings so as to maintain a degree of stability and predictability with respect to FPL's base rates and charges, as well as to promote economic development, job creation and stability;

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

1. This Agreement will become effective on the first billing cycle of January 2013 (the "Implementation Date") and continue through the last billing cycle in December 2016 (the period from the Implementation Date through the last billing cycle in December 2016 may be referred to herein as the "Term").
2. FPL's authorized rate of return on common equity ("ROE") shall be a range of 9.70% to 11.70%, with a mid-point of 10.70%. FPL's authorized ROE range and mid-point shall be used for all purposes during the Term.
3. (a) Upon the Implementation Date and effective with the first billing cycle in January 2013, FPL shall increase its base rates and service charges by an amount that is intended to generate an additional \$378 million of annual revenues, based on the projected 2013 test year billing determinants reflected in the Minimum Filing Requirements ("MFRs")

filed with the 2012 Rate Petition, and in the respective amounts and manner shown on Exhibit A, attached hereto.

(b) Attached hereto as Exhibit B are tariff sheets for new base rates and service charges that implement the \$378 million rate increase described in Paragraph (3)(a) above, which tariff sheets shall become effective on the first billing cycle of January 2013. The new base rates reflected in the attached tariff sheets are based on the billing determinants, cost of service allocations and rate design in the MFRs accompanying the 2012 Rate Petition and include additional adjustments, all of which are reflected in Exhibit A; provided, however, that: (i) the minimum late payment charge of \$5.00 proposed in FPL's filing is increased to \$6.00; and (ii) consistent with FPL's recently approved revised Economic Development Rider and to promote further economic development and job creation, (A) the energy and demand charges for business and commercial rates are adjusted as shown in Exhibit B, and (B) the utility-controlled demand credits for large commercial and industrial customers in the new CILC and CDR rates are greater than the credits reflected in such MFRs, and the relationship between the non-fuel energy and demand charges in the CILC rates are revised. FPL shall be entitled to recover the increased CILC and CDR credits through the energy conservation cost recovery ("ECCR") clause.

(c) Base rates set in accordance with this Paragraph 3 shall not be changed during the Term except as otherwise permitted in this Agreement.

4. Nothing in this Agreement shall preclude FPL from requesting the Commission to approve the recovery of costs that are recoverable through base rates under the nuclear



cost recovery statute, Section 366.93, Florida Statutes, and Commission Rule 25-6.0423, F.A.C. Parties may participate in nuclear cost recovery proceedings and proceedings related thereto and may oppose FPL's requests.

5. (a) Nothing in this Agreement shall preclude FPL from petitioning the Commission to seek recovery of costs associated with any storms without the application of any form of earnings test or measure and irrespective of previous or current base rate earnings or level of theoretical depreciation reserve. Consistent with the rate design method set forth in Order No. PSC-06-0464-FOF-EI, the Parties agree that recovery of storm costs from customers will begin, on an interim basis, sixty days following the filing of a cost recovery petition and tariff with the Commission and will be based on a 12-month recovery period if the storm costs do not exceed \$4.00/1,000 kWh on monthly residential customer bills. In the event the storm costs exceed that level, any additional costs in excess of \$4.00/1,000 kWh shall be recovered in a subsequent year or years as determined by the Commission. All storm related costs subject to interim recovery under this Paragraph 5 shall be calculated and disposed of pursuant to Commission Rule 25-6.0143, F.A.C., and will be limited to costs resulting from a tropical system named by the National Hurricane Center or its successor, to the estimate of incremental costs above the level of storm reserve prior to the storm and to the replenishment of the storm reserve to the level as of the Implementation Date. The Parties to this Agreement are not precluded from participating in any such proceedings and opposing the amount of FPL's claimed costs but not the mechanism agreed to herein.
- (b) The Parties agree that the \$4.00/1,000 kWh cap in this Paragraph 5 will apply in

aggregate for a calendar year; provided, however, that FPL may petition the Commission to allow FPL to increase the initial 12 month recovery beyond \$4.00/1,000 kWh in the event FPL incurs in excess of \$800 million of storm recovery costs that qualify for recovery in a given calendar year, inclusive of the amount needed to replenish the storm reserve to the level that existed as of the Implementation Date. All Parties reserve their right to oppose such a petition.

(c) The Parties expressly agree that any proceeding to recover costs associated with any storm shall not be a vehicle for a "rate case" type inquiry concerning the expenses, investment, or financial results of operations of the Company and shall not apply any form of earnings test or measure or consider previous or current base rate earnings or level of theoretical depreciation reserve.

6. Nothing shall preclude the Company from requesting the Commission to approve the recovery of costs (a) that are of a type which traditionally and historically would be, have been, or are presently recovered through cost recovery clauses or surcharges, or (b) that are incremental costs not currently recovered in base rates which the Legislature or Commission determines are clause recoverable subsequent to the approval of this Agreement. It is the intent of the Parties in this Paragraph 6 that FPL not be allowed to recover through cost recovery clauses increases in the magnitude of costs of types or categories (including but not limited to, for example, investment in and maintenance of transmission assets) that have been and traditionally, historically, and ordinarily would be recovered through base rates. It is further the intent of the Parties to recognize that an authorized governmental entity may impose requirements on FPL involving new or

atypical kinds of costs (including but not limited to, for example, requirements related to cybersecurity or the requirements for seismic and flood protection at nuclear plants arising out of the Fukushima Daiichi event), and concurrently or in connection with the imposition of such requirements, the Legislature and/or Commission may authorize FPL to recover those related costs through a cost recovery clause. Nothing in this Agreement shall affect the shifts from clause to base rate recovery and from base rate to clause recovery that were set forth in the 2012 Rate Petition and accompanying MFRs.

7. (a) FPL will continue throughout the Term to recover the annual non-fuel revenue requirements for West County Unit 3 via its capacity cost recovery clause (the "Capacity Clause") in the manner provided in the 2010 Rate Case Stipulation; provided, however, that commencing upon the Implementation Date, such recovery shall not be limited to the projected fuel cost savings for West County Unit 3.

(b) The revenue requirements associated with West County Unit 3 quantified pursuant to this paragraph shall be allocated to customer classes utilizing the same cost of service and rate design methodology reflected in the MFRs accompanying the 2012 Rate Petition.

(c) FPL's right to recover the non-fuel revenue requirements for West County Unit 3 pursuant to this Paragraph 7 shall survive termination of this Agreement and shall continue until such time as new base rates are authorized for FPL that are based on a test year that reflects the then applicable non-fuel revenue requirements for West County Unit 3.

8. (a) FPL projects that the following three power plant modernization projects will enter commercial service while this Agreement is in effect: the Canaveral Modernization Project (projected to go into service June 2013), the Riviera Modernization Project (projected to go into service June 2014), and the Port Everglades Modernization Project (projected to go in service June 2016). For each of these three modernization projects, FPL's base rates will be increased by the annualized base revenue requirement for the first 12 months of operation (the "Annualized Base Revenue Requirement"). For the Canaveral Modernization Project, the Annualized Base Revenue Requirement shall be as reflected in the 2012 Rate Petition and accompanying MFRs; for the Riviera and Port Everglades Modernization Projects, the Annualized Base Revenue Requirement shall reflect the costs upon which the cumulative present value of revenue requirements was predicated, and pursuant to which a need determination was granted by the Commission. Each such base rate adjustment will be referred to as a Generation Base Rate Adjustment ("GBRA").
- (b) Each GBRA is to be reflected on FPL's customer bills by increasing base charges and base credits by an equal percentage contemporaneously. The calculation of the percentage change in rates is based on the ratio of the jurisdictional Annualized Base Revenue Requirement and the forecasted retail base revenues from the sales of electricity (excluding West County Unit 3 revenues) during the first twelve months of operation. FPL will begin applying the incremental base rate charges and base credits for each of the

three modernization projects to meter readings made on and after the commercial in-service date of that modernization project.

(c) Each GBRA will be calculated using a 10.70% ROE and the capital structure reflected in the Canaveral Step Increase MFRs accompanying the 2012 Rate Petition. FPL will calculate and submit for Commission confirmation that amount of the GBRA for each modernization project using the Capacity Clause projection filing for the year that modernization project is to go into service.

(d) In the event that the actual capital expenditures are less than the projected costs used to develop the initial GBRA factor, the lower figure shall be the basis for the full revenue requirements and a one-time credit will be made through the Capacity Clause. In order to determine the amount of this credit, a revised GBRA Factor will be computed using the same data and methodology incorporated in the initial GBRA factor, with the exception that the actual capital expenditures will be used in lieu of the capital expenditures on which the Annualized Base Revenue Requirement was based. On a going forward basis, base rates will be adjusted to reflect the revised GBRA factor. The difference between the cumulative base revenues since the implementation of the initial GBRA factor and the cumulative base revenues that would have resulted if the revised GBRA factor had been in-place during the same time period will be credited to customers through the Capacity Clause with interest at the 30-day commercial paper rate as specified in Rule 25-6.109, F.A.C.

(e) In the event that actual capital costs for a modernization project are higher than the projection on which the Annualized Base Revenue Requirement was based, FPL at its option may initiate a limited proceeding per Section 366.076, Florida Statutes, limited to

the issue of whether FPL has met the requirements of Rule 25-22.082(15), F.A.C. If the Commission finds that FPL has met the requirements of Rule 25-22.082(15), then FPL shall increase the GBRA by the corresponding incremental revenue requirement due to such additional capital costs. However, FPL's election not to seek such an increase in the GBRA shall not preclude FPL from booking any incremental costs for surveillance reporting and all regulatory purposes subject only to a finding of imprudence or disallowance by the Commission. Any Party may participate in any such limited proceeding for the purpose of challenging whether FPL has met the requirements of Rule 25-22.082(15).

(f) Upon expiration or termination of this Agreement, FPL's base rate levels, including the effects of the GBRA as implemented in this Agreement (i.e., uniform percent increase for all rate classes applied to base revenues) for each of the modernization projects that achieved commercial in-service operation during the term of this Agreement, shall continue in effect until next reset by the Commission.

9. (a) Notwithstanding Paragraph 3 above, if FPL's earned return on common equity falls below 9.70% during the Term on an FPL monthly earnings surveillance report stated on an FPSC actual, adjusted basis, FPL may petition the FPSC to amend its base rates, either as a general rate proceeding under Sections 366.06 and 366.07, Florida Statutes, and/or as a limited proceeding under Section 366.076, Florida Statutes. (Throughout this Agreement, "FPSC actual, adjusted basis" and "actual adjusted earned return" shall mean results reflecting all adjustments to FPL's books required by the Commission by rule or

order, but excluding pro forma, weather-related adjustments.) If FPL files a petition to initiate a general rate proceeding pursuant to this provision, FPL may request an interim rate increase pursuant to the provisions of Section 366.071, Florida Statutes. The other Parties to this Agreement shall be entitled to participate in any proceeding initiated by FPL to increase base rates pursuant to this paragraph, and may oppose FPL's request.

(b) Notwithstanding Paragraph 3 above, if FPL's earned return on common equity exceeds 11.70% during the Term on an FPL monthly earnings surveillance report stated on an FPSC actual, adjusted basis, any other Party shall be entitled to petition the Commission for a review of FPL's base rates. In any case initiated by FPL or any other Party pursuant to this paragraph, all parties will have full rights conferred by law.

(c) Notwithstanding Paragraph 3 above, this Agreement shall terminate upon the effective date of any final order issued in any such proceeding pursuant to this Paragraph 9 that changes FPL's base rates prior to the last billing cycle of December 2016.

(d) This Paragraph 9 shall not (i) be construed to bar or limit FPL to any recovery of costs otherwise contemplated by this Agreement; (ii) apply to any request to change FPL's base rates that would become effective after this Agreement terminates; or (iii) limit any Party's rights in proceedings concerning changes to base rates that would become effective subsequent to the termination of this Agreement to argue that FPL's authorized ROE range should be different than 9.70% to 11.70%.

10. (a) In Order No. PSC-10-0153-FOF-EI, the Commission determined a net theoretical depreciation reserve surplus in the total amount of \$894 million (the "Total Depreciation Reserve Surplus"). The Commission directed FPL to amortize the Total Depreciation

Reserve Surplus over four years, ending in 2013. Pursuant to the 2010 Rate Case Stipulation, the Parties therein agreed that in each year during the term of that agreement, FPL would have discretion to vary the amount of amortization of Total Depreciation Reserve Surplus taken in that year, subject to certain limitations. As a result of FPL's actual and projected discretionary amortization during 2010-2012, the 2012 Rate Petition and accompanying MFRs projected that FPL would have \$191 million of Total Depreciation Reserve Surplus remaining at the end of 2012 and would amortize that amount in 2013. The actual remaining amount may differ from the projected amount of \$191 million.

(b) Notwithstanding Order No. PSC-10-0153-FOF-EI or the 2010 Rate Case Stipulation, the Parties agree that over the Term of this Agreement, FPL may amortize the Total Depreciation Reserve Surplus remaining at the end of 2012, plus a portion of FPL's Fossil Dismantlement Reserve (together the "Reserve Amount") with the amounts to be amortized in each year of the Term left to FPL's discretion subject to the following conditions: (i) the amount of Total Depreciation Reserve Surplus that FPL may amortize during the term shall not be less than \$191 million (or the actual amount of Total Depreciation Reserve Surplus remaining at the end of 2012) and the total Reserve Amount amortized during the Term shall not exceed \$400 million<sup>1</sup> subject to (iii) below; (ii) for any surveillance reports submitted by FPL during the Term on which its return on equity (measured on an FPSC actual, adjusted basis) would otherwise fall below 9.70%, FPL must amortize at least the amount of the available Reserve Amount necessary to

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<sup>1</sup> The Company would record the \$191 million of net surplus amortization or the actual amount of Total Depreciation Reserve Surplus remaining at the end of 2012, to the cost of removal component of the depreciation reserve to ensure that the amount of net surplus amortization on the financial statements equals the amount of net surplus amortization reflected in rates.



maintain in each such 12-month period a return on equity of 9.70% (measured on an FPSC actual, adjusted basis); and (iii) FPL may not amortize Reserve Amount in an amount that results in FPL achieving a return on equity of greater than 11.70% (measured on an FPSC actual, adjusted basis) in any such 12-month period as measured by surveillance reports submitted by FPL during the Term. FPL shall not satisfy the requirement of Paragraph 9 that its actual adjusted earned return on equity must fall below 9.70% on a monthly surveillance report before it may initiate a petition to increase base rates during the Term unless FPL first uses any of the Reserve Amount that remains available for the purpose of increasing its earned return on equity to at least 9.70% for the period in question.

11. Notwithstanding any requirements of Rules 25-6.0436 and 25-6.04364, F.A.C., FPL shall not be required during the Term to file any depreciation study or dismantlement study. The depreciation rates and dismantlement accrual rates in effect as of the Implementation Date shall remain in effect throughout the Term. The Parties agree that the provisions of Rules 25-6.0436 and 25-6.04364 pursuant to which depreciation and dismantlement studies are generally filed at least every four years will not apply to FPL during the Term.
12. (a) In order to create additional value for customers by FPL engaging in both wholesale power purchases and sales, as well as all forms of asset optimization, the Parties agree that FPL will be subject to the following mechanism, effective on the Implementation Date (the "Incentive Mechanism"):

(i) FPL will file each year as part of its fuel cost recovery clause (“Fuel Clause”) final true-up filing a schedule showing its gains in the prior calendar year on short-term wholesale sales, short-term wholesale purchases (including purchases that are reported on Schedule A-7), and all forms of asset optimization that it undertook in that year (the “Total Gains Schedule”).<sup>2</sup> FPL’s final true-up filing will include a description of each asset optimization measure for which gain is included on the Total Gains Schedule for the prior year, and such measures shall be subject to review by the Commission to determine that they are eligible for inclusion in the Incentive Mechanism.

(ii) For the purposes of the Incentive Mechanism, “asset optimization” includes but is not limited to:

- Gas storage utilization (FPL could release contracted storage space or sell stored gas during non-critical demand seasons);
- Delivered city-gate gas sales using existing transport (FPL could sell gas to Florida customers, using FPL’s existing gas transportation capacity during periods when it is not needed to serve FPL’s native load);
- Production (upstream) area sales (FPL could sell gas in the gas-production areas, using FPL’s existing gas transportation capacity during periods when it is not needed to serve FPL’s native load);

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<sup>2</sup> For the purpose of this Agreement, “short-term” is intended to refer to non-separated wholesale sales and purchases. Order No. PSC-97-0262-FOF-EI defined “non-separated” sales as “sales that are non-firm or less than one year in duration.”

- Capacity Release of gas transport and electric transmission (FPL could sell idle gas transportation and/or electric transmission capacity for short periods when it is not needed to serve FPL's native load;
- Asset Management Agreement ("AMA") (FPL could outsource optimization function such as those described above to a third party through assignment of transportation and/or storage rights in exchange for a premium to be paid to FPL).

(iii) On an annual basis, FPL customers will receive 100% of the gain described in Paragraph 12(b)(i), up to a threshold of \$36 million ("Customer Savings Threshold"). In addition, FPL customers will receive 100% of the gain described in Paragraph 12(b)(i) for the first \$10 million above the Customer Savings Threshold ("Additional Customer Savings"). Incremental gains above the total of the Customer Savings Threshold and the Additional Customer Savings (i.e., above a gain of \$46 million) will be shared between FPL and customers as follows: FPL will retain 70% and customers will receive 30% of incremental gains between \$46 million and \$75 million; FPL will retain 60% and customers will receive 40% of incremental gains between \$75 million and \$100 million; and FPL will retain 50% and customers will receive 50% of all incremental gains in excess of \$100 million. The customers' portion of all gains will be reflected as a reduction to fuel costs recovered through the Fuel Clause. FPL agrees that it will not require any native load customer to be interrupted in order to initiate or maintain an economy sale, whether that sale is firm or non-firm.

(b) FPL will be entitled to recover through the Fuel Clause the following types of reasonable and prudent incremental O&M costs incurred in implementing its expanded short-term wholesale purchases and sales programs as well as the asset optimization measures (the "Incremental Optimization Costs"):

(i) incremental personnel, software and associated hardware costs incurred by FPL to manage the expanded short-term wholesale purchases and sales programs and the asset optimization measures; and

(ii) variable power plant O&M costs<sup>3</sup> incurred by FPL to generate additional output in order to make wholesale sales, to the extent that the level of such sales exceed 514,000 MWh (*i.e.*, the level of sales assumed for the purpose of forecasting 2013 test year power plant O&M costs in the MFRs filed with the 2012 Rate Petition), with such costs determined by multiplying the sales above that threshold times the monthly weighted average variable power plant O&M cost per MWh reflected in the 2013 test year MFRs.

FPL's final true-up filing will separately state and describe the Incremental Optimization Costs that it incurred in the prior year, and such costs shall be subject to review and approval by the Commission.

13. No Party to this Agreement will request, support, or seek to impose a change in the application of any provision hereof. Except as provided in Paragraph 9, a Party to this Agreement will neither seek nor support any reduction in FPL's base rates, including limited, interim or any other rate decreases, that would take effect prior to the first billing cycle for January 2017, except for any such reduction requested by FPL or as otherwise

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<sup>3</sup> For the purpose of this Agreement, "variable power plant O&M costs" includes non-fuel O&M expenses and costs for capital replacement parts that vary as a function of a power plant's output.

provided for in this Agreement. FPL shall not seek interim, limited, or general base rate relief during the Term except as provided for in Paragraph 9 of this Agreement. FPL is not precluded from seeking interim, limited or general base rate relief that would be effective during or after the first billing cycle in January 2017, nor are the Parties precluded from opposing such relief. Such interim relief may be based on time periods before January 1, 2017, consistent with Section 366.071, Florida Statutes, and calculated without regard to the provisions of this Agreement.

14. Nothing in this Agreement will preclude FPL from filing and the Commission from approving any new or revised tariff provisions or rate schedules requested by FPL, provided that such tariff request does not increase any existing base rate component of a tariff or rate schedule during the Term unless the application of such new or revised tariff or rate schedule is optional to FPL's customers.
  
15. The provisions of this Agreement are contingent on approval of this Agreement in its entirety by the Commission without modification. 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 or the subject matter hereof; provided, however, that nothing in this Agreement shall affect FIPUG's right to continue its appeal of Order No. PSC-12-0187-FOF-EI granting an affirmative determination of need for the Port Everglades Modernization Project or FPL's right to oppose that appeal. No party will

assert in any proceeding before the Commission that this Agreement or any of the terms in the Agreement shall have any precedential value. Approval of this Agreement in its entirety will resolve all matters in Docket No. 120015-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 these Dockets.

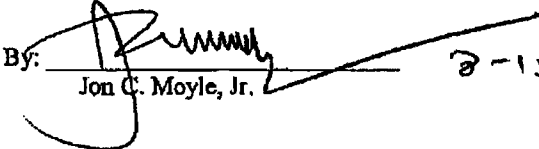
16. This Agreement is dated as of August 15, 2012. It may be executed in counterpart originals, and a facsimile of an original signature shall be deemed an original. Any person or entity that executes a signature page to this Agreement shall become and be deemed a Party with the full range of rights 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.

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

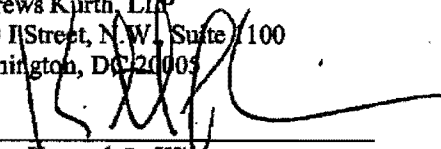
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408

By:   
Eric E. Silagy

The Florida Industrial Power Users Group  
Jon C. Moyle, Jr., Esquire  
Vicki Gordon Kaufman, Esquire  
Moyle Law Firm  
The Perkins House  
118 North Gadsden Street  
Tallahassee, FL 32301


By:  8-15-12  
Jon C. Moyle, Jr.

South Florida Hospital and Healthcare  
Association  
Kenneth L. Wiseman, Esquire  
Andrews Kurth, LLP  
1350 I Street, N.W., Suite 1100  
Washington, DC 20005

By:   
\_\_\_\_\_  
Kenneth L. Wiseman



Federal Executive Agencies  
Karen White/Lt. Col. Gregory Fike  
AFLOA/JACL-ULFSC  
139 Barnes Drive, Suite 1  
Tyndall AFB, FL 32403

By:   
Lt. Col. Gregory Fike

# EXHIBIT "A"

**REVENUE INCREASE BY RATE CLASS - JANUARY 1, 2013**

**EXHIBIT A**

(5000)

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	
Line No.	Description of Source	Total	CILC-1D	CILC-1G	CILC-1T	GS(T)-1	GSCU-1	GSD(T)-1	GSLD(T)-1	GSLD(T)-2	GSLD(T)-3	MET	OL-1	OS-2	RS(T)-1	SL-1	SL-2	SST-DST	SST-TST
1	<b>REVENUE INCREASE</b>																		
2	<u>January 1, 2013:</u>																		
3	<b>ELECTRICITY SALES:</b>																		
4	RETAIL BILLED SALES BASE REVENUES	302,460	(3,896)	(119)	(1,439)	-	33	60,287	20,801	4,158	0	541	1,216	122	212,937	7,762	-	57	(0)
5	RETAIL UNBILLED SALES REVENUES	10,662	182	15	89	-	1	2,055	798	157	0	18	40	4	7,043	257	-	2	(0)
6	INCREASE IN CILC/CDR CREDIT OFFSETS	19,879	9,407	575	4,129	-	-	1,831	3,337	601	-	-	-	-	-	-	-	-	-
7	<b>ELECTRICITY SALES INCREASE</b>	<b>333,001</b>	<b>5,693</b>	<b>471</b>	<b>2,779</b>	<b>-</b>	<b>34</b>	<b>64,172</b>	<b>24,936</b>	<b>4,916</b>	<b>0</b>	<b>559</b>	<b>1,257</b>	<b>126</b>	<b>219,981</b>	<b>8,019</b>	<b>-</b>	<b>59</b>	<b>(0)</b>
8																			
9	<b>OTHER OPERATING REVENUE:</b>																		
10	FIELD COLLECTION & LATE PAYMENT CHARGES	42,975	138	7	12	3,009	1	5,784	1,060	160	3	-	91	0	32,395	206	91	0	17
11	MISC SERVICE REVS - INITIAL CONNECT NEW PREMISE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12	MISC SERVICE REVS - RECONNECT AFTER NON PAYMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	MISC SERVICE REVS - CONNECT / DISCONNECT EXIST. PREMISE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14	MISC SERVICE REVS - RETURNED CUSTOMER CHECKS	1,907	-	-	-	86	-	76	5	-	-	-	4	-	1,736	0	-	-	-
15	MISC SERVICE REVS - OTHER BILLINGS	117	0	0	0	10	0	3	0	0	0	0	0	0	103	0	0	0	0
16	OTH ELECTRIC REVENUES - MISC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17	<b>OTHER OPERATING REVENUE INCREASE</b>	<b>44,999</b>	<b>138</b>	<b>7</b>	<b>12</b>	<b>3,106</b>	<b>1</b>	<b>5,863</b>	<b>1,065</b>	<b>160</b>	<b>3</b>	<b>0</b>	<b>95</b>	<b>0</b>	<b>34,234</b>	<b>206</b>	<b>91</b>	<b>0</b>	<b>17</b>
18																			
19	<b>TOTAL INCREASE 1/1/2013</b>	<b>378,000</b>	<b>5,831</b>	<b>477</b>	<b>2,791</b>	<b>3,106</b>	<b>35</b>	<b>70,036</b>	<b>26,001</b>	<b>5,076</b>	<b>4</b>	<b>559</b>	<b>1,352</b>	<b>126</b>	<b>254,214</b>	<b>8,225</b>	<b>91</b>	<b>59</b>	<b>17</b>

Totals may not add due to rounding.

# EXHIBIT "B"

**Exhibit B**

**Tariff Sheets in Legislative and Clean Format**

	Service Charges	4.020
	Temporary Construction Service	4.030
	Index of Rate Schedules	8.010
GSD-1	General Service Demand (21-499 kW)	8.105
GSDT-1	General Service Demand - Time of Use (21-499 kW)	8.107
GSCU-1	General Service Constant Usage	8.122
RS-1	Residential Service	8.201
RTR-1	Residential Time of Use Rider – RTR-1	8.203
RST-1	Residential Service -Time of Use (Closed Schedule)	8.205
GSLD-1	General Service Large Demand (500-1999 kW)	8.310
GSLDT-1	General Service Large Demand - Time of Use (500-1999 kW)	8.320
CS-1	Curtailable Service (500-1999 kW)	8.330
CST-1	Curtailable Service -Time of Use (500-1999 kW)	8.340
GSLD-2	General Service Large Demand (2000 kW +)	8.412
GSLDT-2	General Service Large Demand - Time of Use (2000 kW +)	8.420
HLFT	High Load Factor – Time of Use	8.425
CS-2	Curtailable Service (2000 kW +)	8.432
CST-2	Curtailable Service -Time of Use (2000 kW +)	8.440
CST-3	Curtailable Service -Time of Use (2000 kW +)	8.542
CS-3	Curtailable Service (2000 kW +)	8.545
OS-2	Sports Field Service	8.602
MET	Metropolitan Transit Service	8.610
CILC-1	Commercial/Industrial Load Control Program (Closed Schedule)	8.651
CDR	Commercial/Industrial Demand Reduction Rider	8.680, 8.682, 8.684
SL-1	Street Lighting	8.716, 8.717
PL-1	Premium Lighting	8.720, 8.721, 8.722
OL-1	Outdoor Lighting	8.725, 8.726, 8.727
RL-1	Recreational Lighting	8.743, 8.744, 8.745
SST-1	Standby and Supplemental Service	8.750, 8.751
ISST-1	Interruptible Standby and Supplemental Service	8.760
TR	Transformation Rider	8.820
SDTR	Seasonal Demand – Time of Use Rider	8.830, 8.831
	Performance Guarantee Agreement for Incremental Capacity	9.951
	Distribution Substation Facilities Monthly Rental and Termination Factors	10.015

FLORIDA POWER & LIGHT COMPANY

~~Twentieth-Twenty-first~~ Revised Sheet No. 4.020  
Cancels ~~Nineteenth-Twentieth~~ Revised Sheet No. 4.020

SERVICE CHARGES

A \$14.88 service charge will be made for an initial connection.

A \$17.66 Reconnection Charge will be made for the reconnection of service after disconnection for nonpayment or violation of a rule or regulation.

A \$14.88 service charge will be made for the connection of an existing account.

A Returned Payment Charge of ~~\$23.24 or 5% of the amount of the payment, whichever is greater, shall be added to the customer's bill for electric service for each payment dishonored by the bank upon which it is drawn as allowed by Florida Statute 68.065 shall apply for each check or draft dishonored by the bank upon which it is drawn.~~ Termination of service shall not be made for failure to pay the Returned Payment Charge.

Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$6.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

A \$5.11 Field Collection Charge will be added to a customer's bill for electric service when a field visit is made and payment is collected on a delinquent account. If service is disconnected, or a current receipt of payment is shown at the time of the field visit, this charge will not be applied.

FPL may waive the Reconnection Charge, Returned Payment Charge, Late Payment Charge and Field Collection Charge for Customers affected by natural disasters or during periods of declared emergencies or once in any twelve (12) month period for any Customer who would otherwise have had a satisfactory payment record (as defined in 25-6.097(2) F.A.C.), upon acceptance by FPL of a reasonable explanation justifying a waiver. In addition, FPL may waive the charge for connection of an existing account and the charge for an initial connection for new or existing Customers affected by natural disasters or during periods of declared emergencies.

CONSERVATION INSPECTIONS AND SERVICES

Residential Dwelling Units:

A charge of \$15.00 will be made for a computerized energy analysis in which a comprehensive on-site evaluation of the residence is performed.

Commercial/Industrial:

There is no charge for conservation inspections and services (Business Energy Services).

FLORIDA POWER & LIGHT COMPANY

~~Fourth-Fifth Revised Sheet No. 4.030~~  
Cancels ~~Third-Fourth Revised Sheet No. 4.030~~

TEMPORARY/CONSTRUCTION SERVICE

APPLICATION:

For short term electric service to installations such as fairs, exhibitions, construction projects, displays and similar installations.

SERVICE:

Single phase or three phase, 60 hertz at the available standard secondary distribution voltage. This service is available only when the Company has existing capacity in lines, transformers and other equipment at the requested point of delivery. The Customer's service entrance electrical cable shall not exceed 200 Amp capacity.

CHARGE:

The non-refundable charge must be paid in advance of installation of such facilities which shall include service and metering equipment.

Installing and removing overhead service and meter ~~\$255.00~~297.00

Connecting and disconnecting Customer's service cable to Company's direct-buried underground facilities including installation and removal of meter ~~\$142.00~~175.00

MONTHLY RATE:

This temporary service shall be billed under the appropriate rate schedule applicable to commercial and industrial type installations.

SPECIAL CONDITIONS:

If specific electrical service other than that stated above is required, the Company, at the Customer's request, will provide such service based on the estimated cost of installing and removing such additional electrical equipment. This estimated cost will be a contribution in aid of construction payable in advance to the Company and subject to adjustment after removal of the required facilities. All Temporary/Construction services shall be subject to all of the applicable Rules, Regulations and Tariff charges of the Company, including Service Charges.

FLORIDA POWER & LIGHT COMPANY

~~Forty-Seventh~~ Eight Revised Sheet No. 8.010  
Cancels ~~Forty-Sixth~~ Seventh Revised Sheet No. 8.010

INDEX OF RATE SCHEDULES

<u>RATE SCHEDULE</u>	<u>DESCRIPTION</u>	<u>SHEET NO.</u>
BA	Billing Adjustments	8.030
SC	Storm Charge	8.040
GS-1	General Service - Non Demand (0-20 kW)	8.101
GST-1	General Service - Non Demand - Time of Use (0-20 kW)	8.103
GSD-1	General Service Demand (21-499 kW)	8.105
GSDT-1	General Service Demand - Time of Use (21-499 kW)	8.107
GSL	General Service Load Management Program	8.109
GSCU-1	General Service Constant Usage	8.122
RS-1	Residential Service	8.201
RTR-1	Residential Time of Use Rider – RTR-1	8.203
RST-1	Residential Service -Time of Use (Closed Schedule)	8.205
RSL	Residential Load Management Program	8.207
CU	Common Use Facilities Rider	8.211
RLP	Residential Load Control Program	8.217
RSDPR	Residential Service – Dynamic Price Response Pilot Program	8.220
GSLD-1	General Service Large Demand (500-1999 kW)	8.310
GSLDT-1	General Service Large Demand - Time of Use (500-1999 kW)	8.320
CS-1	Curtable Service (500-1999 kW)	8.330
CST-1	Curtable Service -Time of Use (500-1999 kW)	8.340
GSLD-2	General Service Large Demand (2000 kW +)	8.412
GSLDT-2	General Service Large Demand - Time of Use (2000 kW +)	8.420
HLFT	High Load Factor – Time of Use	8.425
CS-2	Curtable Service (2000 kW +)	8.432
CST-2	Curtable Service -Time of Use (2000 kW +)	8.440
CST-3	Curtable Service -Time of Use (2000 kW +)	8.542
CS-3	Curtable Service (2000 kW +)	8.545
GSLD-3	General Service Large Demand (2000 kW +)	8.551
GSLDT-3	General Service Large Demand - Time of Use (2000 kW +)	8.552
OS-2	Sports Field Service	8.602
MET	Metropolitan Transit Service	8.610
CILC-1	Commercial/Industrial Load Control Program (Closed Schedule)	8.650
CDR	Commercial/Industrial Demand Reduction Rider	8.680
SL-1	Street Lighting	8.715
PL-1	Premium Lighting	8.720
OL-1	Outdoor Lighting	8.725
SL-2	Traffic Signal Service	8.730
RL-1	Recreational Lighting	8.743
SST-1	Standby and Supplemental Service	8.750
ISST-1	Interruptible Standby and Supplemental Service	8.760
EDR	Economic Development Rider	8.800
DSMAR	Demand Side Management Adjustment Rider	8.810
TR	Transformation Rider	8.820
SDTR	Seasonal Demand – Time of Use Rider	8.830
EFEDR	Existing Facility Economic Development Rider	8.900

Issued by: S. E. Romig, Director, Rates and Tariffs  
Effective: ~~January 3, 2012~~ January 1, 2013



**FLORIDA POWER & LIGHT COMPANY**

**Thirty-~~Third~~Fourth Revised Sheet No. 8.105**  
 **Cancels ~~Thirty-Second~~Third Revised Sheet No. 8.105**

GENERAL SERVICE DEMAND

RATE SCHEDULE: GSD-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW and less than 500 kW. Customers with a Demand of 20 kW or less may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 21 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	<del>\$16.44</del> <b>\$18.00</b>
Demand Charges:	
Base Demand Charge	<del>\$6.50</del> <b>\$7.00</b> per kW
Capacity Payment Charge	See Sheet No. 8.030, per kW
Conservation Charge	See Sheet No. 8.030, per kW
Non-Fuel Energy Charges:	
Base Energy Charge	<del>1.40</del> <b>1.500</b> ¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of 20 kW or less who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 21 kW times the Base Demand Charge; therefore the minimum charge is ~~\$152.94~~**\$165.00**

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's thermal type meter or, at the Company's option, integrating type meter for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

FLORIDA POWER & LIGHT COMPANY

Twenty-Eighth ~~Ninth~~ Revised Sheet No. 8.107  
Cancels Twenty-Seventh ~~Eighth~~ Revised Sheet No. 8.107

GENERAL SERVICE DEMAND - TIME OF USE  
(OPTIONAL)

RATE SCHEDULE: GSDT-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW and less than 500 kW. Customers with Demands of less than 21 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 21 kW. This is an optional rate available to General Service Demand customers upon request subject to availability of meters.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge: ~~\$22.77~~ \$24.00

Demand Charges:

Base Demand Charge ~~\$6.50~~ \$7.00 per kW of Demand occurring during the On-Peak period.  
Capacity Payment Charge See Sheet No. 8.030, per kW of Demand occurring during the On-Peak period.  
Conservation Charge See Sheet No. 8.030, per kW of Demand occurring during the On-Peak period.

Non-Fuel Energy Charges:

	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	<del>3.42</del> 3.44¢ per kWh	<del>0.65</del> 0.71¢ per kWh
Environmental Charge	See Sheet No. 8.030	

Additional Charges:

Fuel Charge See Sheet No. 8.030  
Storm Charge See Sheet No. 8.040  
Franchise Fee See Sheet No. 8.031  
Tax Clause See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 21 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 21 kW times the Base Demand Charge.

If the Customer elects to make a lump sum payment to the Company for time of use metering costs of ~~\$379.80~~ \$360.00 the then Customer Charge and the Minimum Charge shall be ~~\$16,441.80~~ and ~~\$152,941.65~~, respectively.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.108)

FLORIDA POWER & LIGHT COMPANY

Seventh ~~Sixth~~ Revised Sheet No. 8.122  
Cancels ~~Sixth~~ ~~Seventh~~ Revised Sheet No. 8.122

GENERAL SERVICE CONSTANT USAGE

RATE SCHEDULE: GSCU-1

AVAILABLE:

In all territory served.

APPLICATION:

Available to General Service - Non Demand customers that maintain a relatively constant kWh usage, and a demand of 20 kW or less. Eligibility is restricted to General Service customers whose Maximum kWh Per Service Day, over the current and prior 23 months, is within 5% of their average monthly kWh per service days calculated over the same 24-month period. Customers under this Rate Schedule shall enter into a General Service Constant Use Agreement. This is an optional Rate Schedule available to General Service customers upon request.

SERVICE:

Single phase, 60 hertz and at any available standard voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge: ~~\$6.00~~ \$12.00

Non-Fuel Energy Charges:

Base Energy Charge*	3.4462 <del>.808</del> ¢ per Constant Usage kWh
Conservation Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030
Capacity Payment Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030
Environmental Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030

Additional Charges:

Fuel Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030
Storm Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

\* The fuel, storm and non-fuel energy charges will be assessed on the Constant Usage kWh

TERM OF SERVICE:

Initial term of service under this rate schedule shall be not less than one (1) billing period, unless there is a termination of service due to a Customer's violation of the General Service Constant Usage Agreement. Upon the Customer's violation of any of the terms of the General Service Constant Usage Agreement, service under this Rate Schedule will be terminated immediately. To terminate service, either party must provide thirty (30) days written notice to the other party prior to the desired termination date. Absent such notice, the term of service shall automatically be extended another billing period. In addition, if service under this Rate Schedule is terminated by either the Customer or the Company, the account may not resume service under this Rate Schedule for a period of at least one (1) year.

DEFINITIONS:

kWh Per Service Day – the total kWh in billing month divided by the number of days in the billing month

Maximum kWh Per Service Day - the highest kWh Per Service Day experienced over the current and prior 23 month billing periods

Constant Usage kWh – the Maximum kWh Per Service Day multiplied by the number of service days in the current billing period

(Continued on Sheet 8.123)

FLORIDA POWER & LIGHT COMPANY

~~Thirty-Ninth~~Fortieth Revised Sheet No. 8.201  
Cancels ~~Thirty-Eighth~~Ninth Revised Sheet No. 8.201

RESIDENTIAL SERVICE

RATE SCHEDULE: RS-1

AVAILABLE:

In all territory served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU.

SERVICE:

Single phase, 60 hertz at available standard voltage. Three phase service may be furnished but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	<del>\$5.90</del> <u>\$7.00</u>
Non-Fuel Charges:	
Base Energy Charge:	
First 1,000 kWh	<del>3.7364</del> <u>4.0366</u> per kWh
All additional kWh	<del>4.7365</del> <u>5.0366</u> per kWh
Conservation Charge	See Sheet No. 8.030
Capacity Payment Charge	See Sheet No. 8.030
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Residential Load Management Program (if applicable)	See Sheet No. 8.207
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031
Minimum:	<del>\$5.90</del> <u>\$7.00</u>

TERM OF SERVICE:

Not less than one (1) billing period.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

**FLORIDA POWER & LIGHT COMPANY**

Original Sheet No. 8.203

RESIDENTIAL TIME OF USE RIDER – RTR-1  
(OPTIONAL)

RIDER: RTR-1

AVAILABLE:

In all territory served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU. This is an optional rider available to residential customers served under the RS-1 Rate Schedule subject to availability of meters. Customers taking service under RTR-1 are not eligible for service under Rate Schedule RLP.

SERVICE:

Single phase, 60 hertz at available standard voltage. Three phase may be supplied but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

Initial service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter. The Customer's first bill will reflect the lesser of the charges under Rate Schedule RS-1 or RTR-1.

MONTHLY RATE:

Except for the Customer Charge, all rates and charges under Rate Schedule RS-1 shall apply. In addition, the RTR-1 Customer Charge, the RTR-1 Base Energy and Fuel Charges and Credits applicable to on and off peak usage shall apply.

Customer Charge: \$11.00

<u>Base Energy Charges/Credits:</u>	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
<u>Base Energy Charge</u>	<u>8.391¢ per kWh</u>	<u>(3.656)¢ per kWh</u>

Additional Charges/Credits:

RTR Fuel Charge/Credit See Sheet No. 8.030

Minimum: \$11.00

If the Customer elects to make a lump sum payment to the Company for time of use metering costs of \$240.00, then the Customer Charge and Minimum Charge shall be \$7.00.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

**FLORIDA POWER & LIGHT COMPANY**

RESIDENTIAL SERVICE - TIME OF USE  
(OPTIONAL) (Closed Schedule)

RATE SCHEDULE: RST-1

AVAILABLE:

In all territory served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU. This is an optional rate available to residential customers, upon request subject to availability of meters provided the customer was taking service pursuant to this schedule as of December 31, 2012.

SERVICE:

Single phase, 60 hertz at available standard voltage. Three phase may be supplied but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

Initial service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter. The Customer's first bill will reflect the lesser of the charges under Rate Schedule RS-1 or RST-1.

MONTHLY RATE:

Customer Charge:	<del>\$16.04</del> <u>\$11.00</u>	
Non-Fuel Energy Charges:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	<del>7.759</del> <u>12.759¢</u> per kWh	<del>2.479</del> <u>0.712¢</u> per kWh
Conservation Charge	See Sheet No. 8.030	
Capacity Payment Charge	See Sheet No. 8.030	
Environmental Charge	See Sheet No. 8.030	

Additional Charges:

Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: ~~\$16.04~~\$11.00

If the Customer elects to make a lump sum payment to the Company for time of use metering costs of ~~\$608.40~~\$240.00, then the Customer Charge and Minimum Charge shall be ~~\$5.90~~\$7.00.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.206)

FLORIDA POWER & LIGHT COMPANY

Twenty-Third~~Second~~Fourth Revised Sheet No. 8.310  
Cancels Twenty-Second~~Third~~ Revised Sheet No. 8.310

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE: GSLD-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer with a measured demand of 500 kW and less than 2,000 kW. Customers with demands of less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	<del>\$50.13</del> \$55.00
Demand Charges:	
Base Demand Charge	<del>\$7.60</del> \$8.00-per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	<del>0.9221</del> 1.056¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charges	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is ~~\$3850.13~~\$4,055.00.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's thermal type meter or, at the Company's option, integrating type meter for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

FLORIDA POWER & LIGHT COMPANY

Twenty-~~Third~~Fourth Revised Sheet No. 8.320  
Cancels Twenty-~~Second~~Third Revised Sheet No. 8.320

GENERAL SERVICE LARGE DEMAND - TIME OF USE  
(OPTIONAL)

RATE SCHEDULE GSLDT-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer with a measured demand of 500 kW and less than 2,000 kW. Customers with demands of less than 500 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 500 kW. This is an optional rate available to General Service Large Demand customers upon request subject to availability of meters.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge: ~~\$50.13~~\$55.00

Demand Charges:

Base Demand Charge ~~\$7.60~~\$8.00 per kW of Demand occurring during the On-Peak period.  
Capacity Payment Charge See Sheet No. 8.030  
Conservation Charge See Sheet No. 8.030

Non-Fuel Energy Charges:

	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	<del>2.04</del> <u>1.90</u> ¢ per kWh	<del>0.42</del> <u>0.70</u> ¢ per kWh
Environmental Charge	See Sheet No. 8.030	

Additional Charges:

Fuel Charge See Sheet No. 8.030  
Storm Charge See Sheet No. 8.040  
Franchise Fee See Sheet No. 8.031  
Tax Clause See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is ~~\$2,850.13~~\$4,055.00.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.321)



FLORIDA POWER & LIGHT COMPANY

Twenty-Four~~th~~<sup>Fifth</sup> Revised Sheet No. 8.330  
Cancels Twenty-~~Third~~<sup>Fourth</sup> Revised Sheet No. 8.330

CURTAILABLE SERVICE  
(OPTIONAL)

RATE SCHEDULE: CS-1

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kW - 1,999 kW) and will curtail this Demand by 200 kW or more upon request of the Company from time to time. Customers with demands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge: ~~\$50.13~~\$80.00

Demand Charges:

Base Demand Charge ~~\$7.60~~\$8.00 per kW of Demand.  
Capacity Payment Charge See Sheet No. 8.030  
Conservation Charge See Sheet No. 8.030

Non-Fuel Energy Charges:

Base Energy Charge ~~0.9221~~1.056¢ per kWh  
Environmental Charge See Sheet No. 8.030

Additional Charges:

Fuel Charge See Sheet No. 8.030  
Storm Charge See Sheet No. 8.040  
Franchise Fee See Sheet No. 8.031  
Tax Clause See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is ~~\$3,850.13~~\$4,080.00.

CURTAILMENT CREDITS:

A monthly credit of \$1.72 per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, the Customer will be:

1. Rebilled at \$1.72/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of \$3.70/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.331)

FLORIDA POWER & LIGHT COMPANY

~~Twenty-Third~~**Fourth** Revised Sheet No. 8.340  
Cancels ~~Twenty-Second~~**Third** Revised Sheet No. 8.340

CURTAILABLE SERVICE - TIME OF USE  
(OPTIONAL)

RATE SCHEDULE: CST-1

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kW - 1,999 kW) and will curtail this Demand by 200 kW or more upon request of the Company from time to time. This is an optional Rate Schedule available to Curtailable General Service Customers upon request. Customers with demands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	<del>\$50.13</del> <b>\$80.00</b>	
Demand Charges:		
Base Demand Charge	<del>\$7.60</del> <b>\$8.00</b>	per kW of Demand occurring during the On-Peak Period.
Capacity Payment Charge	See Sheet No. 8.030	
Conservation Charge	See Sheet No. 8.030	
Non-Fuel Energy Charges:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	<del>2.0471,901¢</del>	<del>0.4260,704¢</del>
Environmental Charge	See Sheet No. 8.030	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.031	

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is ~~\$3,850.13~~**\$4,080.00**

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.341)

**FLORIDA POWER & LIGHT COMPANY**

~~Seventeenth~~Eighteenth Revised Sheet No. 8.412  
Cancels ~~Sixteenth~~Seventeenth Revised Sheet No. 8.412

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE: GSLD-2

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer with a measured demand of 2,000 kW or more. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	<del>\$179.19</del> <u>\$195.00</u>
Demand Charges:	
Base Demand Charge	<del>\$7.60</del> <u>\$8.30</u> per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	<del>0.8610</del> <u>0.950</u> ¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a demand of less than 2,000 kW who enter an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is ~~\$15,379.19~~\$16,795.00.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment, for the 30-minute period of the Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

FLORIDA POWER & LIGHT COMPANY

Twenty-~~Third~~Fourth Revised Sheet No. 8.420  
Cancels Twenty-~~Second~~Third Revised Sheet No. 8.420

GENERAL SERVICE LARGE DEMAND - TIME OF USE  
(OPTIONAL)

RATE SCHEDULE: GSLDT-2

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer who has established a measured demand of 2,000 kW or more. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

SERVICE:

Three phase, 60 hertz and at any available standard secondary or distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge: ~~\$179.19~~\$195.00

Demand Charges:

Base Demand Charge ~~\$7.60~~\$8.30 per kW of Demand occurring during the On-Peak Period.  
Capacity Payment Charge See Sheet No. 8.030  
Conservation Charge See Sheet No. 8.030

Non-Fuel Energy Charges:

	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	<del>1.51</del> <u>1.620¢</u> per kWh	<del>0.620</del> <u>0.697¢</u> per kWh
Environmental Charge	See Sheet No. 8.030	

Additional Charges:

Fuel Charge See Sheet No. 8.030  
Storm Charge See Sheet No. 8.040  
Franchise Fee See Sheet No. 8.031  
Tax Clause See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a demand of less than 2,000 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is ~~\$15,379.19~~\$16,795.00

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.421)

**FLORIDA POWER & LIGHT COMPANY**

**Seventh**~~Sixth~~**Eighth Revised Sheet No. 8.425**  
Cancels ~~Sixth~~~~Seventh~~ Revised Sheet No. 8.425

HIGH LOAD FACTOR – TIME OF USE  
(OPTIONAL)

RATE SCHEDULE: HLFT

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW. This is an optional rate schedule available to customers otherwise served under the GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, or GSLDT-2 Rate Schedules.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

<u>MONTHLY RATE:</u>	<u>HLFT-1</u>	<u>HLFT-2</u>	<u>HLFT-3</u>
Annual Maximum Demand	<u>21-499 kW</u>	<u>500-1,999 kW</u>	<u>2,000 kW or greater</u>
Customer Charge:	<del>\$22.77</del> <u>\$24.00</u>	<del>\$50.13</del> <u>\$55.00</u>	<del>\$179.19</del> <u>\$195.00</u>
Demand Charges:			
On-peak Demand Charge	<del>\$7.83</del> <u>\$8.40</u>	<del>\$7.83</del> <u>\$8.50</u>	<del>\$7.83</del> <u>\$8.50</u>
Maximum Demand Charge	<del>\$1.81</del> <u>\$1.90</u>	<del>\$1.81</del> <u>\$2.00</u>	<del>\$1.81</del> <u>\$2.00</u>
Capacity Payment Charge	See Sheet No. 8.030, per kW of On-Peak Demand		
Conservation Charge	See Sheet No. 8.030, per kW of On-Peak Demand		
Non-Fuel Energy Charges:			
On-Peak Period per kWh	<del>1.198</del> <u>1.218¢</u>	<del>0.546</del> <u>0.572¢</u>	<del>0.513</del> <u>0.526¢</u>
Off-Peak Period per kWh	<del>0.654</del> <u>0.710¢</u>	<del>0.546</del> <u>0.572¢</u>	<del>0.513</del> <u>0.526¢</u>
Environmental Charge	See Sheet No. 8.030		
Additional Charges			
Fuel Charge	See Sheet No. 8.030		
Storm Charge	See Sheet No. 8.040		
Franchise Fee	See Sheet No. 8.031		
Tax Clause	See Sheet No. 8.031		

Minimum Charge: The Customer Charge plus the currently effective Demand Charges.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.426)

FLORIDA POWER & LIGHT COMPANY

~~Eighteenth~~Nineteenth Revised Sheet No. 8.432  
Cancels ~~Seventeenth~~Eighteenth Revised Sheet No. 8.432

CURTAILABLE SERVICE  
(OPTIONAL)

RATE SCHEDULE: CS-2

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-2 (2,000 kW and above) and will curtail this Demand by 200 kW or more upon request of the Company from time to time. Customers with demands of less than 2,000 kW may enter an Agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	<del>\$179.19</del> <u>\$220.00</u>
Demand Charges:	
Base Demand Charge	<del>\$7.60</del> <u>\$8.30</u> per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	<del>0.8610</del> <u>0.950</u> ¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kW who enter an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is ~~\$15,379.19~~\$16,820.00.

CURTAILMENT CREDITS:

A monthly credit of \$1.72 per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current period than the Firm Demand, then the Customer will be:

1. Rebilled at \$1.72/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of \$3.70/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the contracted Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.433)

FLORIDA POWER & LIGHT COMPANY

Twenty-~~Third~~Fourth Revised Sheet No. 8.440  
Cancels Twenty-~~Second~~Third Revised Sheet No. 8.440

CURTAILABLE SERVICE - TIME OF USE  
(OPTIONAL)

RATE SCHEDULE: CST-2

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLDT-2 (2,000 kW and above) and will curtail this Demand by 200 kW or more upon request of the Company from time to time. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge: ~~\$179.19~~\$220.00

Demand Charges:

Base Demand Charge ~~\$7.60~~\$8.30 per kW of Demand occurring during the On-Peak Period.  
Capacity Payment Charge See Sheet No. 8.030  
Conservation Charge See Sheet No. 8.030

Non-Fuel Energy Charges:

	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	<del>1.54</del> <u>1.620¢</u> per kWh	<del>0.6200</del> <u>0.697¢</u> per kWh
Environmental Charge	See Sheet No. 8.030	

Additional Charges:

Fuel Charge See Sheet No. 8.030  
Storm Charge See Sheet No. 8.040  
Franchise Fee See Sheet No. 8.031  
Tax Clause See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is ~~\$15,379.19~~\$16,820.00.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.441)

FLORIDA POWER & LIGHT COMPANY

~~Twenty-Fifth~~Sixth Revised Sheet No. 8.542  
Cancels ~~Twenty-Fourth~~Fifth Revised Sheet No. 8.542

CURTAILABLE SERVICE - TIME OF USE  
(OPTIONAL)

RATE SCHEDULE: CST-3

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLDT-3 and will curtail this Demand by 200 kW or more upon request of the Company from time to time.

SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge: ~~\$1,441.88~~ \$1,466.88

Demand Charges:

Base Demand Charge \$6.32 per kW of Demand occurring during the On-Peak Period.  
Capacity Payment Charge See Sheet No. 8.030.1  
Conservation Charge See Sheet No. 8.030.1

Non-Fuel Energy Charges:

	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	0.739¢ per kWh	0.604¢ per kWh
Environmental Charge	See Sheet No. 8.030.1	

Additional Charges:

Fuel Charge See Sheet No. 8.030.1  
Storm Charge See Sheet No. 8.040  
Franchise Fee See Sheet No. 8.031  
Tax Clause See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.543)



FLORIDA POWER & LIGHT COMPANY

CURTAILABLE SERVICE  
(OPTIONAL)

RATE SCHEDULE: CS-3

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-3 and will curtail this Demand by 200 kW or more upon request of the Company from time to time.

SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$1,441.88\$1,466.88
Demand Charges:	
Base Demand Charge	\$6.32 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030.1
Conservation Charge	See Sheet No. 8.030.1
Non-Fuel Energy Charges:	
Base Energy Charge	0.640¢ per kWh
Environmental Charge	See Sheet No. 8.030.1
Additional Charges:	
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum Charge: The Customer Charge plus the charge for the currently effective Base Demand.

CURTAILMENT CREDITS:

A monthly credit of \$1.72 per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, then the Customer will be:

1. Rebilled at \$1.72/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of \$3.70/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.546)

FLORIDA POWER & LIGHT COMPANY

Thirty-~~Third~~Fourth Revised Sheet No. 8.602  
Cancels Thirty-~~Second~~Third Revised Sheet No. 8.602

SPORTS FIELD SERVICE  
(Closed Schedule)

RATE SCHEDULE: OS-2

AVAILABLE:

In all territory served.

APPLICATION:

This is a transitional rate available to municipal, county and school board accounts for the operation of a football, baseball or other playground, or civic or community auditorium, when all such service is taken at the available primary distribution voltage at a single point of delivery and measured through one meter, and who were active as of October 4, 1981. Customer may also elect to receive service from other appropriate rate schedules.

LIMITATION OF SERVICE:

Offices, concessions, businesses or space occupied by tenants, other than areas directly related to the operations above specified, are excluded hereunder and shall be separately served by the Company at utilization voltage. Not applicable when Rider TR is used.

MONTHLY RATE:

Customer Charge:	<del>\$97.28</del> <u>\$103.00</u>
Non-Fuel Energy Charges:	
Base Energy Charge	<del>4.8855</del> <u>5.928¢</u> per kWh
Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Additional Charges:	
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031
Minimum Charge:	<del>\$97.28</del> <u>\$103.00</u>

TERM OF SERVICE:

Pending termination by Florida Public Service Commission Order.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

FLORIDA POWER & LIGHT COMPANY

~~Nineteenth~~Twentieth Revised Sheet No. 8.610  
Cancels ~~Eighteenth~~Nineteenth Revised Sheet No. 8.610

METROPOLITAN TRANSIT SERVICE

RATE SCHEDULE: MET

AVAILABLE:

For electric service to Metropolitan Dade County Electric Transit System (METRORAIL) at each point of delivery required for the operation of an electric transit system on continuous and contiguous rights-of-way.

APPLICATION:

Service to be supplied will be three phase, 60 hertz and at the standard primary voltage of 13,200 volts. All service required by Customer at each separate point of delivery served hereunder shall be furnished through one meter reflecting delivery at primary voltage. Resale of service is not permitted hereunder. Rider TR or a voltage discount is not applicable.

MONTHLY RATE:

Customer Charge:	<del>\$373.94</del> <u>\$400.00</u>
Demand Charges:	
Base Demand Charge	<del>\$9.28</del> <u>\$10.60</u> per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030.1
Conservation Charge	See Sheet No. 8.030.1
Non-Fuel Energy Charges:	
Base Energy Charge	<del>0.8461</del> <u>2.48¢</u> per kWh
Environmental Charge	See Sheet No. 8.030.1
Additional Charges:	
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand.

DEMAND:

The billing Demand is the kW, at each point of delivery, to the nearest whole kW, as determined from the Company's recording type metering equipment, for the period coincident with the 30-minute period of the electric rail transit system's greatest use supplied by the Company during the month adjusted for power factor.

BILLING:

Each point of delivery shall be separately billed according to the monthly charges as stated herein. All billing units related to charges under this rate schedule shall be determined from metering data on a monthly basis and determined for each point of delivery on the same monthly billing cycle day.

TERMS OF SERVICE

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

**FLORIDA POWER & LIGHT COMPANY**

( Continued from Sheet No. 8.650 )

MONTHLY RATE:

Delivery Voltage Level	<u>Distribution below 69 kV</u>		<u>69 kV &amp; above</u>
Maximum Demand Level	CILC-1(G)	CILC-1(D) 500 kW & above	CILC-1(T)
Customer Charge:	<del>\$122.00</del> <u>\$100.00</u>	<del>\$175.00</del> <u>\$150.00</u>	<del>\$1,866.00</del> <u>\$1,975.00</u>
Demand Charges:			
Base Demand Charges:			
per kW of Maximum Demand	<del>\$3.20</del> <u>\$3.40</u>	<del>\$3.17</del> <u>\$3.10</u>	None
per kW of Load Control On-Peak Demand	<del>\$1.32</del> <u>\$1.30</u>	<del>\$1.35</del> <u>\$1.30</u>	<del>\$1.29</del> <u>\$1.30</u>
per kW of Firm On-Peak Demand	<del>\$6.92</del> <u>\$7.31</u>	<del>\$7.12</del> <u>\$7.11</u>	<del>\$6.79</del> <u>\$7.25</u>
Capacity Payment and Conservation Charge:			
CILC-1(G)	See Sheet No. 8.030.1		
CILC-1(D)	See Sheet No. 8.030.1		
CILC-1(T)	See Sheet No. 8.030.1		
Non-Fuel Energy Charges:			
Base Energy Charges:			
On-Peak Period charge per kWh	<del>1.175</del> <u>1.074¢</u>	<del>0.646</del> <u>0.542¢</u>	<del>0.599</del> <u>0.471¢</u>
Off-Peak Period charge per kWh	<del>1.175</del> <u>1.074¢</u>	<del>0.646</del> <u>0.542¢</u>	<del>0.599</del> <u>0.471¢</u>
Environmental Charge	See Sheet No. 8.030.1		
Additional Charges:			
Fuel Charge	See Sheet No. 8.030.1		
Storm Charge	See Sheet No. 8.040		
Franchise Fee	See Sheet No. 8.031		
Tax Clause	See Sheet No. 8.031		
Minimum: The Customer Charge plus the Base Demand Charges.			

( Continued on Sheet No. 8.652 )

**FLORIDA POWER & LIGHT COMPANY**

**COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER (CDR)  
(OPTIONAL)**

AVAILABLE:

In all territory served. Available to any commercial or industrial customer receiving service under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT through the execution of a Commercial/Industrial Demand Reduction Rider Agreement in which the load control provisions of this rider can feasibly be applied.

LIMITATION OF AVAILABILITY:

This Rider may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

For electric service provided to any commercial or industrial customer receiving service under Rate Schedule GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT who as a part of the Commercial/Industrial Demand Reduction Rider Agreement between the Customer and the Company, agrees to allow the Company to control at least 200 kW of the Customer's load, or agrees to operate Backup Generation Equipment (see Definitions) and designate (if applicable) additional controllable demand to serve at least 200 kW of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a Commercial/Industrial Reduction Demand Rider Agreement with the Company to be eligible for this Rider. To establish the initial qualification for this Rider, the Customer must have had a Utility Controlled Demand during the summer Controllable Rating Period (April 1 through October 31) for at least three out of seven months of at least 200 kW greater than the Firm Demand level specified in Section 4 of the Commercial/Industrial Demand Reduction Rider Agreement. The Utility Controlled Demand shall not be served on a firm service basis until service has been terminated under this Rider.

LIMITATION OF SERVICE:

Customers participating in the General Service Load Management Program (FPL "Business On Call" Program) are not eligible for this Rider.

MONTHLY RATE:

All rates and charges under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, HLFT shall apply. In addition, the applicable Monthly Administrative Adder and Utility Controlled Demand Credit shall apply.

MONTHLY ADMINISTRATIVE ADDER:

<u>Rate Schedule</u>	<u>Adder</u>
GSD-1	<del>\$570.14</del> \$75.00
GSDT-1, HLFT (21-499 kW)	<del>\$563.58</del> \$75.00
GSLD-1, GSLDT-1, HLFT (500-1,999 kW)	<del>\$564.07</del> \$125.00
GSLD-2, GSLDT-2, HLFT (2,000 kW or greater)	<del>\$433.91</del> \$50.00
GSLD-3, GSLDT-3	<del>\$2,825.46</del> \$475.00

UTILITY CONTROLLED DEMAND CREDIT:

A monthly credit of ~~\$4,687.30~~ per kW is allowed based on the Customer's Utility Controlled Demand.

UTILITY CONTROLLED DEMAND:

The Utility Controlled Demand for a month in which there are no load control events during the Controllable Rating Period shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period, divided by the total number of hours in the applicable Controllable Rating Period, less the Customer's Firm Demand.

In the event of Load Control occurring during the Controllable Rating Period, the Utility Controlled Demand shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period less the sum of the Customer's kWh usage during the Load Control Period, divided by the number of non-load control hours occurring during the applicable Controllable Rating Period, less the Customer's Firm Demand.

(Continued on Sheet No. 8.681)

FLORIDA POWER & LIGHT COMPANY

~~Second-Third~~ Revised Sheet No. 8.682  
Cancels ~~First-Second~~ Revised Sheet No. 8.682

(Continued from Sheet No. 8.681)

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS:

Customers notified of a load control event should not exceed their Firm Demand during periods when the Company is controlling load. However, electricity will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of one of the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to the Customer's facility, or
4. an event affecting local, state or national security, or
5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the Firm Demand) for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this rider as described in TERM OF SERVICE.

If the Customer exceeds the Firm Demand during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

1. billed a ~~\$4.687.30~~ charge per kW of excess kW for the prior sixty (60) months or the number of months the Customer has been billed under this rider, whichever is less, and
2. billed a penalty charge of \$0.99 per kW of excess kW for each month of rebilling.

Excess kW for rebilling and penalty charges is determined by taking the difference between the Customer's kWh usage during the load control period divided by the number of hours in the load control period and the Customer's "Firm Demand". The Customer will not be rebilled or penalized twice for the same excess kW in the calculation described above.

( Continued on Sheet No. 8.683 )

FLORIDA POWER & LIGHT COMPANY

~~Second-Third~~ Revised Sheet No. 8.684  
Cancels ~~First-Second~~ Revised Sheet No. 8.684

(Continued from Sheet No. 8.683)

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within twelve (12) months from the date of termination of service under this Rider or FPL later determines that there is no need for the MW reduction in accordance with the FPL Numeric Commercial/Industrial Conservation Goals, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any load control periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtailable service rate schedule, or under this rider with a shift from non-firm load to firm service,
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice, or
- c) the Customer transfers the controllable portion of the Customer's load to "Firm Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice,

then the Customer will be:

1. rebilled ~~\$4-687.30~~ per kW of Utility Controlled Demand for the shorter of (a) the most recent prior sixty (60) months during which the Customer was billed for service under this Rider, or (b) the number of months the Customer has been billed under this Rider, and
2. billed a penalty charge of \$0.99 per kW of Utility Controlled Demand times the number of months rebilled in No. 1 above.

SPECIAL PROVISIONS:

1. Control of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an energy management system where the firm demand level can be established or modified only by means of joint access by the Customer and the Company.
2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned load control equipment.
3. It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.
4. The Company is not required to install load control equipment if the installation cannot be economically justified.
5. Credits under this Rider will commence after the installation, inspection and successful testing of the load control equipment.
6. Maintenance of equipment (including generators) necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

( Continued on Sheet No. 8.685 )

**FLORIDA POWER & LIGHT COMPANY**

**Twenty-Fifth Revised Sheet No. 8.716**  
**Cancel Twenty-Fourth Revised Sheet No. 8.716**

(Continued from Sheet No. 8.715)

**REMOVAL OF FACILITIES:**

If Street Lighting facilities are removed either by Customer request or termination or breach of the agreement, the Customer shall pay FPL an amount equal to the original installed cost of the removed facilities less any salvage value and any depreciation (based on current depreciation rates as approved by the Florida Public Service Commission) plus removal cost.

**MONTHLY RATE:**

Luminaire Type	Lamp Size		kWh/Mo. Estimate	Charge for FPL-Owned Unit (\$)				Charge for Customer-Owned Unit (\$)		
	Initial Lumens/Watts			Fixtures	Maintenance	Energy Non-Fuel**	Total***	Relamping/ Energy****	Energy Only	
High Pressure Sodium Vapor	5,800	6,300	70	29	\$3,913.46	1,171.62	0,790.69	5,875.77	1,382.34	0,790.69
" "	9,500	100	41	\$3,983.52	1,181.63	1,120.98	6,286.13	1,732.64	1,120.98	
" "	16,000	150	60	\$4,113.63	1,201.66	1,631.43	6,946.72	2,233.12	1,631.43	
" "	22,000	200	88	\$6,225.50	1,552.12	2,392.10	10,169.72	3,164.23	2,392.10	
" "	50,000	400	168	\$6,295.56	1,532.13	4,574.00	12,391.69	5,356.14	4,574.00	
" "	* 12,800	150	60	\$4,273.78	1,351.86	1,631.43	7,257.07	2,373.29	1,631.43	
" "	* 27,500	250	116	\$6,615.85	1,632.31	3,162.76	11,4010.92	3,975.07	3,162.76	
" "	* 140,000	1,000	411	\$9,958.80	3,004.14	11,189.79	24,1322.73	12,9814.01	11,189.79	
Mercury Vapor	* 6,000	140	62	\$3,092.73	1,061.46	1,691.48	5,845.67	2,282.97	1,691.48	
" "	* 8,600	175	77	\$3,132.77	1,061.46	2,101.83	6,296.06	2,703.32	2,101.83	
" "	* 11,500	250	104	\$5,234.63	1,532.11	2,832.48	9,599.22	3,474.63	2,832.48	
" "	* 21,500	400	160	\$5,214.61	1,502.07	4,353.81	11,0610.49	4,975.92	4,353.81	
" "	* 39,500	700	272	\$7,376.52	2,553.52	7,406.48	17,3216.52	7,4410.00	7,406.48	
" "	* 60,000	1,000	385	\$7,546.67	2,493.44	10,489.17	20,5119.28	11,3312.67	10,489.17	
Incandescent	* 1,000	103	36				7,786.90	2,874.16	0,980.86	
"	* 2,500	202	71				8,217.30	3,835.01	1,931.69	
"	* 4,000	327	116				9,798.73	5,116.18	3,162.76	
"	* 6,000	448	158				11.04	6.25	4.30	
* 10,000	690	244					13.56	8.73	6.64	
Fluorescent	* 19,800	300	122				-	4,324.67	3,322.91	
"	* 39,600	700	264					8.48	7.18	

- \* These units are closed to new FPL installations.
- \*\* The non-fuel energy charge is 2.72+2.383¢ per kWh.
- \*\*\* Bills rendered based on "Total" charge. Unbundling of charges is not permitted.
- \*\*\*\* New Customer installations of those units closed to FPL installations cannot receive relamping service.

Charges for other FPL-owned facilities:

Wood pole used only for the street lighting system	\$2,804.19
Concrete pole used only for the street lighting system	\$3,855.76
Fiberglass pole used only for the street lighting system	\$4,556.81
Steel pole used only for the street lighting system *	\$5.76
Underground conductors not under paving	2,103.29¢ per foot
Underground conductors under paving	5,148.05¢ per foot

The Underground conductors under paving charge will not apply where a CIAC is paid pursuant to section "a)" under "Customer Contributions." The Underground conductors not under paving charge will apply in these situations.

(Continued on Sheet No. 8.717)



FLORIDA POWER & LIGHT COMPANY

~~Fourteenth~~Fifteenth Revised Sheet No. 8.717  
Cancels ~~Thirteenth~~Fourteenth Revised Sheet No. 8.717

(Continued from Sheet No. 8.716)

On Customer-owned Street Lighting Systems, where Customer contracts to relamp at no cost to FPL, the Monthly Rate for non-fuel energy shall be ~~2.7242,383¢~~ per kWh of estimated usage of each unit plus adjustments. On Street Lighting Systems, where the Customer elects to install Customer-owned monitoring systems, the Monthly Rate for non-fuel energy shall be ~~2.7242,383¢~~ per kWh of estimated usage of each monitoring unit plus adjustments. The minimum monthly kWh per monitoring device will be 1 kilowatt-hour per month, and the maximum monthly kWh per monitoring device will be 5 kilowatt-hours per month.

During the initial installation period:

- Facilities in service for 15 days or less will not be billed;
- Facilities in service for 16 days or more will be billed for a full month.

WILLFUL DAMAGE:

Upon the **second** occurrence of willful damage to any FPL-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, FPL will:

- a) Replace the fixture with a shielded cutoff cobrahead. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed after the first occurrence, the Customer shall only pay the \$280.00 cost of the shield; or
- b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the costs specified under "Removal of Facilities"; or
- c) Terminate service to the fixture.

Option selection shall be made by the Customer in writing and apply to all fixtures which FPL has installed on the Customer's behalf. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

TERM OF SERVICE:

Initial term of ten (10) years with automatic, successive five (5) year extensions unless terminated in writing by either FPL or the Customer at least ninety (90) days prior to the current term's expiration.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

FLORIDA POWER & LIGHT COMPANY

~~Fifteenth~~Sixteenth Revised Sheet No. 8.720  
Cancels ~~Fourteenth~~Fifteenth Revised Sheet No. 8.720

PREMIUM LIGHTING

RATE SCHEDULE: PL-1

AVAILABLE:

In all territory served.

APPLICATION:

FPL-owned lighting facilities not available under rate schedule SL-1 and OL-1. To any Customer for the sole purpose of lighting streets, roadways and common areas, other than individual residential locations. This includes but is not limited to parking lots, homeowners association common areas, or parks.

SERVICE:

Service will be unmetered and will include lighting installation, lamp replacement and facilities maintenance for FPL-owned lighting systems. It will also include energy from dusk each day until dawn the following day.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or resale service is not permitted hereunder.

TERM OF SERVICE:

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new agreement based on the current estimated replacement costs. The Company will retain ownership of these facilities.

FACILITIES PAYMENT OPTION:

The Customer will pay for the facilities in a lump sum in advance of construction. The amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of ~~4.4094~~1.1941. Monthly Maintenance and Energy charges will apply for the term of service.

FACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Premium Lighting Agreement.

(Continued on Sheet No. 8.721)

FLORIDA POWER & LIGHT COMPANY

~~Twentieth~~Twenty-First Revised Sheet No. 8.721  
Cancels ~~Nineteenth~~Twentieth Revised Sheet No. 8.721

(Continued from Sheet No. 8.720)

MONTHLY RATE :

Facilities:

Paid in full: Monthly rate is zero, for Customer's who have executed a Premium Lighting Agreement before March 1, 2010:

10 years payment option: ~~4.5651~~3.62% of total work order cost.

20 years payment option: ~~4.0380~~3.925% of total work order cost.

Maintenance: FPL's estimated costs of maintaining lighting facilities.

Billing: FPL reserves the right to assess a charge for the recovery of any dedicated billing system developed solely for this rate.

Energy: KWH Consumption for fixtures shall be estimated using the following formula:

$$\text{KWH} = \frac{\text{Unit Wattage (usage)} \times 353.3 \text{ hours per month}}{1000}$$

Non-Fuel Energy	<del>2.7212</del> <u>3.83</u> ¢/kWh
Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

During the initial installation period:

Facilities in service for 15 days or less will not be billed;

Facilities in service for 16 days or more will be billed for a full month.

MINIMUM MONTHLY BILL:

The minimum monthly bill shall be the applicable Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8.722)

Issued by: S. E. Romig, Director, Rates and Tariffs

Effective: ~~January 3, 2012~~January 3, 2013

**FLORIDA POWER & LIGHT COMPANY**

~~Sixth~~**Seventh** Revised Sheet No. 8.722  
Cancels ~~Fifth~~**Sixth** Revised Sheet No. 8.722

(Continued from Sheet No. 8.721)

EARLY TERMINATION:

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

<u>Ten (10) Years</u> <u>Payment Option</u>	<u>Termination</u> <u>Factor</u>	<u>Twenty (20)</u> <u>Years</u> <u>Payment Option</u>	<u>Termination</u> <u>Factor</u>
1	<u>1.40941.1941</u>	1	<u>1.40941.1941</u>
2	<u>1.22161.0306</u>	2	<u>1.28481.0831</u>
3	<u>1.11980.9473</u>	3	<u>1.25051.0563</u>
4	<u>1.01080.8575</u>	4	<u>1.21391.0275</u>
5	<u>0.89410.7608</u>	5	<u>1.17460.9965</u>
6	<u>0.76920.6565</u>	6	<u>1.13260.9630</u>
7	<u>0.63550.5441</u>	7	<u>1.08760.9269</u>
8	<u>0.49240.4230</u>	8	<u>1.03950.8880</u>
9	<u>0.33930.2924</u>	9	<u>0.98800.8461</u>
10	<u>0.17540.1517</u>	10	<u>0.93280.8009</u>
>10	<u>0.0000</u>	11	<u>0.87380.7523</u>
		12	<u>0.81070.6998</u>
		13	<u>0.743100.6432</u>
		14	<u>0.67070.5823</u>
		15	<u>0.59330.5166</u>
		16	<u>0.51040.4458</u>
		17	<u>0.42170.3695</u>
		18	<u>0.32680.2872</u>
		19	<u>0.22520.1985</u>
		20	<u>0.11640.1030</u>
		>20	<u>0.0000</u>

WILLFUL DAMAGE:

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair or replacement.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

Issued by: S. E. Romig, Director, Rates and Tariffs  
Effective: ~~March~~January 1, 2010~~2013~~

**FLORIDA POWER & LIGHT COMPANY**

OUTDOOR LIGHTING

RATE SCHEDULE OL-1

AVAILABLE:

In all territory served.

APPLICATION:

For year-round outdoor security lighting of yards, walkways and other areas. Lights to be served hereunder shall be at locations which are easily and economically accessible to Company equipment and personnel for construction and maintenance.

It is intended that Company-owned security lights will be installed on existing Company-owned electric facilities, or short extension thereto, in areas where a street lighting system is not provided or is not sufficient to cover the security lighting needs of a particular individual or location. Where more extensive security lighting is required, such as for large parking lots or other commercial areas, the Customer will provide the fixtures, supports and connecting wiring; the Company will connect to the Customer's system and provide the services indicated below.

SERVICE:

Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day, and maintenance of Company-owned facilities. The Company will replace all burned-out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

This schedule is not available for service normally supplied on the Company's standard street lighting schedules. Company-owned facilities will be installed only on Company-owned poles. Customer-owned facilities will be installed only on Customer-owned poles. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source. Stand-by or resale service not permitted hereunder.

MONTHLY RATE:

Luminaire Type	Lamp Size Initial Lumens/Watts	KWH/Mo. Estimate	Charge for Company-Owned Unit (\$)				Charge for Customer-Owned Unit (\$)			
			Fixtures	Maintenance	Energy Non-Fuel**	Total	Relamping/ Energy	Energy Only		
High Pressure Sodium Vapor	5,800	300	70	29	4.49	1.031.64	0.850.70	6.376.83	0.972.34	0.850.70
" "	9,500	100	41	4.59	1.031.64	1.200.99	6.827.22	1.162.63	1.200.99	
" "	16,000	150	60	4.75	1.051.67	1.761.44	7.567.86	1.443.11	1.761.44	
" "	22,000	200	88	6.91	1.362.16	2.582.12	10.8511.19	1.884.28	2.582.12	
" "	50,000	400	168	7.35	1.342.13	4.934.04	13.6213.52	2.126.17	4.934.04	
" "	* 12,000	150	60	5.10	1.201.91	1.761.44	8.068.45	1.653.35	1.761.44	
Mercury Vapor	* 6,000	140	62	3.45	0.931.48	1.821.49	6.206.42	1.472.97	1.821.49	
" "	* 8,600	175	77	3.47	0.931.48	2.261.85	6.666.80	1.703.33	2.261.85	
" "	* 21,500	400	160	5.68	1.312.08	4.693.85	11.6811.61	2.985.93	4.69 3.85	

\* These units are closed to new Company installations.  
\*\* The non-fuel energy charge is ~~2.9342.405¢~~ per kWh.

(Continued on Sheet No. 8.726)

**FLORIDA POWER & LIGHT COMPANY**

(Continued from Sheet No. 8.725)

**Charges for other Company-owned facilities:**

Wood pole and span of conductors:	<del>\$3,518.62</del>
Concrete pole and span of conductors:	<del>\$4,7211.64</del>
Fiberglass pole and span of conductors:	<del>\$5,5513.67</del>
<u>Steel pole used only for the street lighting system *</u>	<u>\$11.64</u>
Underground conductors (excluding trenching)	<del>\$0.0170.069</del> per foot
Down-guy, Anchor and Protector	<del>\$2.048.31</del>

For Customer-owned outdoor lights, where the Customer contracts to relamp at no cost to FPL, the monthly rate for non-fuel energy shall be ~~2.9342.405¢~~ per kWh of estimated usage of each unit plus adjustments.

Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Clause	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet N6. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

**TERM OF SERVICE:**

Not less than one year. In the event the Company installs any facilities for which there is an added monthly charge, the Term of Service shall be for not less than three years.

If the Customer terminates service before the expiration of the initial term of the agreement, the Company may require reimbursement for the total expenditures made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all monthly payments made for Company-owned facilities.

**RULES AND REGULATIONS:**

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

**COMPANY-OWNED FACILITIES:**

Company-owned luminaires normally will be mounted on Company's existing distribution poles and served from existing overhead wires. The Company will provide one span of secondary conductor from existing secondary facilities to a Company-owned light at the Company's expense. When requested by the Customer, and at the option of the Company, additional spans of wire or additional poles or underground conductors may be installed by the Company upon agreement by the Customer to use the facilities for a minimum of three years and pay each month the charges specified under MONTHLY RATE.

The Customer will make a lump sum payment for the cost of changes in the height of existing poles or the installation of additional poles in the Company's distribution lines or the cost of any other facilities required for the installation of lights to be served hereunder.

At the Customer's request, the Company will upgrade to a higher level of illumination without a service charge when the changes are consistent with good engineering practices. The Customer will pay the Company the net costs incurred in making other lamp size changes. In all cases where luminaires are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer's request upon payment by the Customer of the costs of removal and reinstallation.

The Company will not be required to install equipment at any location where the service may be objectionable to others. If it is found after installation that the light is objectionable, the Company may terminate the service.

(Continued on Sheet No. 8.727)

**FLORIDA POWER & LIGHT COMPANY**

~~Third~~**Fourth** Revised Sheet No. 8.727  
Cancels ~~Second~~**Third** Revised Sheet No. 8.727

(Continued from Sheet No. 8.726)

When the Company relocates or removes its facilities to comply with governmental requirements, or for any other reason, either the Company or the Customer shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

**SPECIAL CONDITIONS:**

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

**CUSTOMER-OWNED FACILITIES:**

Customer-owned luminaires and other facilities will be of a type and design specified by the Company to permit servicing and lamp replacement at no abnormal cost. The Customer will provide all poles, fixtures, initial lamps and controls, and circuits up to the point of connection to the Company's supply lines, and an adequate support for the Company-owned service conductors.

The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer.

**DEFINITIONS:**

A "Luminaire," as defined by the Illuminating Engineering Society, is a complete lighting unit consisting of a lamp (bulb), together with parts designed to distribute the light, to position and protect the lamp, and connect the lamp to the power supply.

A "Conventional" luminaire is supported by a bracket that is mounted on the side of an ordinary wood pole or an ornamental pole. This is the only type of luminaire offered where service is to be supplied from overhead conductors, although this luminaire may also be used when service is supplied from underground conductors.

A "Contemporary" luminaire is of modern design and is mounted on top of an ornamental pole. Underground conductors are required.

A "Traditional" luminaire resembles an Early American carriage lantern and is mounted on top of a pole. It requires an ornamental pole and underground conductors to a source of supply.

An "Ornamental" pole is one made of concrete or fiberglass.

FLORIDA POWER & LIGHT COMPANY

~~Third-Third~~ Third-Fourth Revised Sheet No. 8.743  
Cancels ~~Second-Third~~ Revised Sheet No. 8.743

RECREATIONAL LIGHTING

(Closed Schedule)

RATE SCHEDULE: RL-1

AVAILABLE:

In all territory served. Available to any customer, who, as of January 16, 2001, was either taking service pursuant to this schedule or had a fully executed Recreational Lighting Agreement with the Company.

APPLICATION:

For FPL-owned facilities for the purpose of lighting community recreational areas. This includes, but is not limited to, baseball, softball, football, soccer, tennis, and basketball.

SERVICE:

Service will be metered and will include lighting installation, lamp replacement and facilities maintenance for FPL-owned lighting systems.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or resale service is not permitted hereunder.

TERM OF SERVICE:

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement costs. The Company will retain ownership of these facilities.

FACILITIES PAYMENT OPTION:

The Customer will pay for the facilities in a lump sum in advance of construction. The amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of ~~1.40941~~ 1.1941. Monthly Maintenance and energy charges will apply for the term of service.

FACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Recreational Lighting Agreement.

(Continued on Sheet No. 8.744)



FLORIDA POWER & LIGHT COMPANY

~~Third~~ Fourth Revised Sheet No. 8.744  
Cancels ~~Second~~ Third Revised Sheet No. 8.744

(Continued from Sheet No. 8.743)

MONTHLY RATE :

Facilities:

Paid in full:	Monthly rate is zero.
10 years payment option:	<del>1.56</del> <u>1.362</u> % of total work order cost.*
20 years payment option:	<del>1.03</del> <u>0.925</u> % of total work order cost.*

- \* Both (10) ten and (20) twenty year payment options are closed to new service, and are only available for the duration of the term of service of those customers that have fully executed a Recreational Lighting Agreement with the Company before January 16, 2001.

Maintenance: FPL's estimated costs of maintaining lighting facilities.

Billing: FPL reserves the right to assess a charge for the recovery of any dedicated billing system developed solely for this rate.

Charge Per Month: Company's otherwise applicable general service rate schedule.

Conservation Charge See Sheet No. 8.030.1

Capacity Payment Charge See Sheet No. 8.030.1

Environmental Charge See Sheet No. 8.030.1

Fuel Charge See Sheet No. 8.030.1

Storm Charge See Sheet No. 8.040

Franchise Fee See Sheet No. 8.031

Tax Clause See Sheet No. 8.031

MINIMUM MONTHLY BILL:

As provided in the otherwise applicable rate schedule, plus the Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8.745)

Issued by: S. E. Romig, Director, Rates and Tariffs

Effective: ~~March 1, 2011~~ January 1, 2013

**FLORIDA POWER & LIGHT COMPANY**

**Second~~Third~~ Revised Sheet No. 8.745**  
**Cancel~~s First~~Second Revised Sheet No. 8.745**

(Continued from Sheet No. 8.744)

**EARLY TERMINATION:**

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Recreational Lighting Agreement by giving at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

<u>Ten (10) Years</u> <u>Payment Option</u>	<u>Termination</u> <u>Factor</u>	<u>Twenty (20) Years</u> <u>Payment Option</u>	<u>Termination</u> <u>Factor</u>
1	<u>1.40941.1941</u>	1	<u>1.40941.1941</u>
2	<u>1.22161.0306</u>	2	<u>1.28481.0831</u>
3	<u>1.11980.9473</u>	3	<u>1.25051.0563</u>
4	<u>1.01080.8575</u>	4	<u>1.21391.0275</u>
5	<u>0.89410.7608</u>	5	<u>1.17460.9965</u>
6	<u>0.76920.6565</u>	6	<u>1.13260.9630</u>
7	<u>0.63550.5441</u>	7	<u>1.08760.9269</u>
8	<u>0.49240.4230</u>	8	<u>1.03950.8880</u>
9	<u>0.33930.2924</u>	9	<u>0.98800.8461</u>
10	<u>0.17540.1517</u>	10	<u>0.93280.8009</u>
>10	0.0000	11	<u>0.87380.7523</u>
		12	<u>0.81070.6998</u>
		13	<u>0.743100.6432</u>
		14	<u>0.67070.5823</u>
		15	<u>0.59330.5166</u>
		16	<u>0.51040.4458</u>
		17	<u>0.42170.3695</u>
		18	<u>0.32680.2872</u>
		19	<u>0.22520.1985</u>
		20	<u>0.11640.1030</u>
		>20	0.0000

**WILLFUL DAMAGE:**

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair or replacement.

**RULES AND REGULATIONS:**

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

**Issued by: S. E. Romig, Director, Rates and Tariffs**  
**Effective: ~~March~~January 1, 2010/2013**

**FLORIDA POWER & LIGHT COMPANY**

STANDBY AND SUPPLEMENTAL SERVICE

RATE SCHEDULE: SST-1

AVAILABLE:

In all territory served by the Company. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

APPLICATION:

For electric service to any Customer, at a point of delivery, whose electric service requirements for the Customer's load are supplied or supplemented from the Customer's generation equipment at that point of service and require standby and/or supplemental service. For purposes of determining applicability of this rate schedule, the following definitions shall be used:

- (1) "Standby Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by the Customer's own generation equipment during periods of either scheduled (maintenance) or unscheduled (backup) outages of all or a portion of the Customer's generation.
- (2) "Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

A Customer is required to take service under this rate schedule if the Customer's total generation capacity is more than 20% of the Customer's total electrical load and the Customer's generators are not for emergency purposes only.

Customers taking service under this rate schedule shall enter into a Standby and Supplemental Service Agreement ("Agreement"); however, failure to execute such an agreement will not pre-empt the application of this rate schedule for service.

SERVICE:

Three phase, 60 hertz, and at the available standard voltage. All service supplied by the Company shall be furnished through one metering point. Resale of service is not permitted hereunder.

Transformation Rider - TR, Sheet No. 8.820, does not apply to Standby Service.

MONTHLY RATE:

STANDBY SERVICE

Delivery Voltage:	<u>Below 69 kV</u>			<u>69kV &amp; Above</u>
	<u>SST-1(D1)</u> <u>Below 500 kW</u>	<u>SST-1(D2)</u> <u>500 to 1,999 kW</u>	<u>SST-1(D3)</u> <u>2,000 kW &amp; Above</u>	<u>SST-1(T)</u> <u>All Levels</u>
Contract Standby Demand:				
Customer Charge:	<del>\$75.13</del> <u>\$100.00</u>	<del>\$75.13</del> <u>\$100.00</u>	<del>\$204.19</del> <u>\$375.00</u>	\$1,451.71
Demand Charges:				
Base Demand Charges:				
Distribution Demand Charge per kW of Contract Standby Demand	<del>\$2.61</del> <u>\$2.70</u>	<del>\$4.31</del> <u>\$2.70</u>	<del>\$2.38</del> <u>\$2.70</u>	none
Reservation Demand Charge per kW	<del>\$0.86</del> <u>\$1.07</u>	<del>\$0.86</del> <u>\$1.07</u>	<del>\$0.86</del> <u>\$1.07</u>	\$1.03
Daily Demand Charge per kW for each daily maximum On-Peak Standby Demand	<del>\$0.41</del> <u>\$0.52</u>	<del>\$0.41</del> <u>\$0.52</u>	<del>\$0.41</del> <u>\$0.52</u>	\$0.29
Capacity Payment and Conservation Charges	See Sheet No. 8.030.1			

(Continued on Sheet No. 8.751)

**FLORIDA POWER & LIGHT COMPANY**

**Seventeenth**~~Eighteenth~~ Revised Sheet No. 8.751  
Cancels ~~Sixteenth~~~~Seventeenth~~ Revised Sheet No. 8.751

(Continued from Sheet No. 8.750)

Delivery Voltage:	Below 69 kV			69 kV & Above
	SST-1(D1) Below 500 kW	SST-1(D2) 500 to 1,999 kW	SST-1(D3) 2,000 kW & Above	SST-1(T) All Levels
Contract Standby Demand:				
Non-Fuel Energy Charges:				
Base Energy Charges:				
On-Peak Period charge per kWh	0.6240.714¢	0.6240.714¢	0.6240.714¢	0.648 ¢
Off-Peak Period charge per kWh	0.6240.714¢	0.6240.714¢	0.6240.714¢	0.648¢
Environmental Charge	See Sheet No. 8.030.1			
Additional Charges:				
Fuel Charge	See Sheet No. 8.030.1			
Storm Charge	See Sheet No. 8.040			
Franchise Fee	See Sheet No. 8.031			
Tax Clause	See Sheet No. 8.031			

Minimum: The Customer Charge plus the Base Demand Charges.

**DEMAND CALCULATION:**

The Demand Charge for Standby Service shall be (1) the charge for Distribution Demand **plus** (2) the greater of the sum of the Daily Demand Charges **or** the Reservation Demand Charge times the maximum On-Peak Standby Demand actually registered during the month **plus** (3) the Reservation Demand Charge times the difference between the Contract Standby Demand and the maximum On-Peak Standby Demand actually registered during the month.

**SUPPLEMENTAL SERVICE**

Supplemental Service shall be the total power supplied by the Company minus the Standby Service supplied by the Company during the same metering period. The charge for all Supplemental Service shall be calculated by applying the applicable retail rate schedule, excluding the customer charge.

**RATING PERIODS:**

**On-Peak:**

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

**Off-Peak:**

All other hours.

**CONTRACT STANDBY DEMAND:**

The level of Customer's generation requiring Standby Service as specified in the Agreement. This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23-month period less the amount specified as the Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment. For a Customer receiving only Standby Service as identified under Special Provisions, the Contract Standby Demand shall be maximum load actually served by the Company during the current month or prior 23-month period.

A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or

(Continued on Sheet No. 8.752)

FLORIDA POWER & LIGHT COMPANY

~~Fifteenth~~Sixteenth Revised Sheet No. 8.760  
Cancels ~~Fourteenth~~Fifteenth Revised Sheet No. 8.760

INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE  
(OPTIONAL)

RATE SCHEDULE: ISST-1

AVAILABLE:

In all territory served by the Company. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

LIMITATION OF AVAILABILITY:

This schedule may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

A Customer who is eligible to receive service under the Standby and Supplemental Service (SST-1) rate schedule may, as an option, take service under this rate schedule, unless the Customer has entered into a contract to sell firm capacity and/or energy to the Company, and the Customer cannot restart its generation equipment without power supplied by the Company, in which case the Customer may only receive Standby and Supplemental Service under the Company's SST-1 rate schedule.

Customers taking service under this rate schedule shall enter into an Interruptible Standby and Supplemental Service Agreement ("Agreement"). This interruptible load shall not be served on a firm service basis until service has been terminated under this rate schedule.

SERVICE:

Three phase, 60 hertz, and at the available standard voltage.

A designated portion of the Customer's load served under this schedule is subject to interruption by the Company. Transformation Rider-TR, where applicable, shall only apply to the Customer's Contract Standby Demand for delivery voltage below 69 kV. Resale of service is not permitted hereunder.

MONTHLY RATE:

<u>STANDBY SERVICE</u>	Distribution	Transmission
Delivery Voltage:	Below 69 kV	69 kV & Above
	ISST-1(D)	ISST-1(T)
Customer Charge:	<del>\$200.00</del> <u>\$375.00</u>	\$1,891.00
Demand Charges:		
Base Demand Charges:		
Distribution Demand Charge per kW of Contract Standby Demand	<del>\$2.59</del> <u>\$2.70</u>	none
Reservation Demand Charge per kW of Interruptible Standby Demand	<del>\$0.18</del> <u>\$0.16</u>	\$0.16
Reservation Demand Charge per kW of Firm Standby Demand	<del>\$0.83</del> <u>\$1.07</u>	\$0.81
Daily Demand Charge per kW for each daily maximum On-Peak Interruptible Standby Demand	<del>\$0.07</del> <u>\$0.08</u>	\$0.07
Daily Demand Charge per kW for each daily maximum On-Peak Firm Standby Demand	<del>\$0.38</del> <u>\$0.52</u>	\$0.38
Capacity Payment and Conservation Charges	See Sheet No. 8.030.1	
Non-Fuel Energy Charges:		
Base Energy Charges:		
On-Peak Period charge per kWh	<del>0.6430</del> <u>0.714¢</u>	0.597¢
Off-Peak Period charge per kWh	<del>0.6430</del> <u>0.714¢</u>	0.597¢
Environmental Charge	See Sheet No. 8.030.1	

(Continued on Sheet No. 8.761)

FLORIDA POWER & LIGHT COMPANY

~~Eleventh~~Twelfth Revised Sheet No. 8.820  
Cancels ~~Tenth~~Eleventh Revised Sheet No. 8.820

TRANSFORMATION RIDER - TR

AVAILABLE:

In all territory served.

APPLICATION:

In conjunction with any commercial or industrial rate schedule specifying delivery of service at any available standard voltage when Customer takes service from available primary lines of 2400 volts or higher at a single point of delivery.

MONTHLY CREDIT:

The Company, at its option, will either provide and maintain transformation facilities equivalent to the capacity that would be provided if the load were served at a secondary voltage from transformers at one location or, when Customer furnishes transformers, the Company will allow a monthly credit of \$0.2427 per kW of Billing Demand. Any transformer capacity required by the Customer in excess of that provided by the Company hereunder may be rented by the Customer at the Company's standard rental charge.

The credit will be deducted from the monthly bill as computed in accordance with the provisions of the Monthly Rate section of the applicable Rate Schedule before application of any discounts or adjustments. No monthly bill will be rendered for an amount less than the minimum monthly bill called for by the Agreement for Service.

SPECIAL CONDITIONS:

The Company may change its primary voltage at any time after reasonable advance notice to any Customer receiving credit hereunder and affected by such change, and the Customer then has the option of changing its system so as to receive service at the new line voltage or of accepting service (without the benefit of this rider) through transformers supplied by the Company.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

**FLORIDA POWER & LIGHT COMPANY**

~~Fifty-Sixth Revised Sheet No. 8.830~~  
**Cancels ~~Fifty-Fifth~~ Sixth Revised Sheet No. 8.830**

SEASONAL DEMAND – TIME OF USE RIDER – SDTR  
(OPTIONAL)

RIDER: SDTR

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW. This is an optional rate available to customers otherwise served under the GSD-1 GSDT-1, GSLD-1, GSLDT-1, GSLD-2 or GSLDT-2 Rate Schedules.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

OPTION A: Non-Seasonal Standard Rate

	<u>SDTR-1</u>	<u>SDTR-2</u>	<u>SDTR-3</u>
Annual Maximum Demand	<u>21-499 kW</u>	<u>500-1,999 kW</u>	<u>2,000 kW or greater</u>
Customer Charge:	<del>\$22.77</del> <u>\$24.00</u>	<del>\$50.13</del> <u>\$55.00</u>	<del>\$179.19</del> <u>\$195.00</u>
Demand Charges:			
Seasonal On-peak Demand Charge Per kW of Seasonal On-peak Demand	<del>\$7.70</del> <u>\$8.20</u>	<del>\$8.55</del> <u>\$8.90</u>	<del>\$9.00</del> <u>\$9.20</u>
Non-Seasonal Demand Charge Per kW of Non- Seasonal Maximum Demand	<del>\$5.58</del> <u>\$6.70</u>	<del>\$7.26</del> <u>\$7.70</u>	<del>\$7.22</del> <u>\$8.10</u>
Capacity Payment Charge:	See Sheet No. 8.030		
Conservation Charge:	See Sheet No. 8.030		
Energy Charges:			
Base Seasonal On-Peak Per kWh of Seasonal On-Peak Energy	<del>5.62</del> <u>7.254¢</u>	<del>3.63</del> <u>4.267¢</u>	<del>2.96</del> <u>3.632¢</u>
Base Seasonal Off-Peak Per kWh of Seasonal Off-Peak Energy	<del>0.97</del> <u>1.000¢</u>	<del>0.64</del> <u>1.704¢</u>	<del>0.59</del> <u>0.633¢</u>
Base Non-Seasonal Energy Charge Per kWh of Non-Seasonal Energy	<del>1.40</del> <u>1.500¢</u>	<del>0.92</del> <u>2.056¢</u>	<del>0.86</del> <u>1.950¢</u>
Environmental Charge:	See Sheet No. 8.030		
Additional Charges:			
Fuel Charge:	See Sheet No. 8.030		
Storm Charge:	See Sheet No. 8.040		
Franchise Fee:	See Sheet No. 8.031		
Tax Clause:	See Sheet No. 8.031		

**FLORIDA POWER & LIGHT COMPANY**

**Eighth**~~Seventh~~<sup>Ninth</sup> Revised Sheet No. 8.831  
Cancels ~~Seventh~~<sup>Eighth</sup> Revised Sheet No. 8.831

(Continued from Sheet No. 8.830)

**OPTION B: Non-Seasonal Time of Use Rate**

	<u>SDTR-1</u> <u>21-499 kW</u>	<u>SDTR-2</u> <u>500-1,999 kW</u>	<u>SDTR-3</u> <u>2,000 kW or greater</u>
Annual Maximum Demand			
Customer Charge:	<del>\$22.77</del> <u>\$24.00</u>	<del>\$50.13</del> <u>\$55.00</u>	<del>\$179.19</del> <u>\$195.00</u>
Demand Charges:			
Seasonal On-peak Demand Charge Per kW of Seasonal On-peak Demand	<del>\$7.70</del> <u>\$8.20</u>	<del>\$8.55</del> <u>\$8.90</u>	<del>\$9.00</del> <u>\$9.20</u>
Non-Seasonal Demand Charge Per kW of Non- Seasonal Peak Demand	<del>\$5.58</del> <u>\$6.70</u>	<del>\$7.26</del> <u>\$7.70</u>	<del>\$7.22</del> <u>\$8.10</u>
Capacity Payment Charge	See Sheet No. 8.030		
Conservation Charge	See Sheet No. 8.030		
Energy Charges:			
Base Seasonal On-Peak Per kWh of Seasonal On-Peak Energy	<del>5.62</del> <u>6.254¢</u>	<del>3.63</del> <u>3.267¢</u>	<del>2.96</del> <u>53.632¢</u>
Base Seasonal Off-Peak Per kWh of Seasonal Off-Peak Energy	<del>0.97</del> <u>1.000¢</u>	<del>0.64</del> <u>1.704¢</u>	<del>0.59</del> <u>80.633¢</u>
Base Non-Seasonal On-Peak Per kWh of Non-Seasonal On-Peak Energy	<del>3.12</del> <u>63.232¢</u>	<del>1.88</del> <u>42.194¢</u>	<del>1.73</del> <u>42.010¢</u>
Base Non-Seasonal Off-Peak Per kWh of Non-Seasonal Off-Peak Energy	<del>0.97</del> <u>1.000¢</u>	<del>0.64</del> <u>1.704¢</u>	<del>0.59</del> <u>80.633¢</u>
Environmental Charge	See Sheet No. 8.030		
Additional Charges:			
Fuel Charge	See Sheet No. 8.030		
Storm Charge	See Sheet No. 8.040		
Franchise Fee	See Sheet No. 8.031		
Tax Clause	See Sheet No. 8.031		

Minimum Charge: The Customer Charge plus the currently effective Demand Charges.

**NON-SEASONAL RATING PERIODS (OPTION B only):**

**Non-Seasonal On-Peak Period:**

**November 1 through March 31:** Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

**April 1 through May 31 and October 1 through October 31:** Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day.

**Non-Seasonal Off-Peak Period:**

All other hours.

(Continued On Sheet No. 8.832)



FLORIDA POWER & LIGHT COMPANY

~~First~~ **Second Revised Sheet No. 9.951**  
 Cancels ~~Original~~ **First Revised Sheet No. 9.951**

(Continued from Sheet No. 9.950)

1.04 "Incremental Base Revenue" is actual Base Revenue received during the Performance Guaranty Period for electric service rendered to the Premises in excess of Baseline Base Revenue.

1.05 "Incremental Capacity," as determined by Company, is the positive difference, if any, between Baseline Capacity and the amount of capacity (measured in kW) necessary to meet Applicant's projections of electric load at the Premises.

1.06 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the third anniversary of the In-Service Date ("Expiration Date").

**ARTICLE II - PERFORMANCE GUARANTY AMOUNT**

2.01 For purposes of this Agreement, the derivation of Incremental Capacity is shown in the following table.

Incremental Capacity (1)	Existing Structure (2)	New Structure (3)	Total Structure (2)+(3)
a. Square Footage			
b. Requested watts/sq ft			
c. Baseline Capacity watts/sq ft			
d. Requested Capacity (in kW) (a * b / 1000)			
e. Baseline Capacity (in kW) (a * c / 1000)			
f. Incremental Capacity (in kW) (d - e)			

2.02 The amount of the Performance Guaranty is the cost, as determined by Company, of the Incremental Capacity multiplied by a factor of 1.51. The cost of the Incremental Capacity is the positive difference, if any, between Company's estimated cost of providing the requested level of capacity and Baseline Capacity. Applicant agrees to provide Company a Performance Guaranty in the amount specified in the table below prior to Company installing the facilities necessary to provide the Incremental Capacity to serve the Premises.

Performance Guaranty (1)	Existing Structure (2)	New Structure (3)	Total Structure (2 + 3)
a. Cost of requested capacity			
b. Cost of Baseline Capacity	-0-		
c. Incremental cost (a - b)			
d. Present value factor	<u>1.51</u>	<u>1.52</u>	<u>1.51</u>
e. Performance Guaranty (c * d)			

(Continued on Sheet No. 9.952)

**FLORIDA POWER & LIGHT COMPANY**

**Appendix A**

**Distribution Substation Facilities  
 Monthly Rental and Termination Factors**

The Monthly Rental Factor to be applied to the in-place value of the Distribution Substation Facilities as identified in the Long-Term Rental Agreement is as follows:

**Monthly Rental Factor**

Distribution Substation Facilities                      1.421.67%

**Termination Fee for Initial 20 Year Period**

If the Long-Term Rental Agreement for Distribution Substation Facilities is terminated by Customer during the Initial Term, Customer shall pay to Company a Termination Fee, such fee shall be computed by applying the following Termination Factors to the in-place value of the Facilities based on the year in which the Agreement is terminated:

<u>Year Agreement</u> <u>Is Terminated</u>	<u>Termination</u> <u>Factors %</u>	<u>Year Agreement</u> <u>Is Terminated</u>	<u>Termination</u> <u>Factors %</u>	<u>Year Agreement</u> <u>Is Terminated</u>	<u>Termination</u> <u>Factors %</u>
1	<u>3.553.36</u>	8	<u>11.9511.16</u>	15	<u>6.226.01</u>
2	<u>6.386.03</u>	9	<u>11.6710.88</u>	16	<u>4.944.87</u>
3	<u>8.508.03</u>	10	<u>11.1610.40</u>	17	<u>3.653.70</u>
4	<u>10.039.47</u>	11	<u>10.469.76</u>	18	<u>2.402.48</u>
5	<u>11.0610.42</u>	12	<u>9.598.97</u>	19	<u>1.181.25</u>
6	<u>11.6910.98</u>	13	<u>8.588.07</u>	20	0
7	<u>11.9711.21</u>	14	<u>7.457.08</u>		

**Termination Fee for Subsequent Extension Periods**

If the Long-Term Rental Agreement for Distribution Substation Facilities is terminated by Customer during an Extension, Customer shall pay to Company a Termination Fee, such fee shall be computed based on the net present value of the remaining payments under the extension period by applying the Termination Factor based on the month terminated to the monthly rental payment amount.

<u>Month</u> <u>Terminated</u>	<u>Termination</u> <u>Factor</u>	<u>Month</u> <u>Terminated</u>	<u>Termination</u> <u>Factor</u>	<u>Month</u> <u>Terminated</u>	<u>Termination</u> <u>Factor</u>	<u>Month</u> <u>Terminated</u>	<u>Termination</u> <u>Factor</u>
1	<u>50.76249.896</u>	16	<u>39.68739.173</u>	31	<u>27.59927.359</u>	46	<u>14.40414.342</u>
2	<u>50.95349.213</u>	17	<u>38.91438.421</u>	32	<u>26.75526.530</u>	47	<u>13.48213.429</u>
3	<u>49.34948.526</u>	18	<u>38.13637.663</u>	33	<u>25.90625.696</u>	48	<u>12.55512.509</u>
4	<u>48.62447.834</u>	19	<u>37.35436.901</u>	34	<u>25.05224.856</u>	49	<u>11.62311.584</u>
5	<u>47.90347.138</u>	20	<u>36.56736.134</u>	35	<u>24.19224.010</u>	50	<u>10.68510.652</u>
6	<u>47.17746.437</u>	21	<u>35.77535.362</u>	36	<u>23.32823.160</u>	51	<u>9.7429.715</u>
7	<u>46.44845.731</u>	22	<u>34.97934.585</u>	37	<u>22.45922.303</u>	52	<u>8.7938.772</u>
8	<u>46.71445.021</u>	23	<u>34.17833.802</u>	38	<u>21.58521.441</u>	53	<u>7.8397.822</u>
9	<u>44.97644.307</u>	24	<u>33.37233.015</u>	39	<u>20.70520.574</u>	54	<u>6.8796.866</u>
10	<u>44.23443.588</u>	25	<u>32.56232.223</u>	40	<u>19.82419.701</u>	55	<u>6.9135.904</u>
11	<u>43.48742.864</u>	26	<u>31.74731.425</u>	41	<u>18.93418.822</u>	56	<u>4.9424.936</u>
12	<u>42.73642.135</u>	27	<u>30.92730.622</u>	42	<u>18.03617.938</u>	57	<u>3.9653.962</u>
13	<u>41.98041.402</u>	28	<u>30.10229.814</u>	43	<u>17.13617.047</u>	58	<u>2.9832.981</u>
14	<u>41.22440.664</u>	29	<u>29.27329.001</u>	44	<u>16.23416.151</u>	59	1.994
15	<u>40.45639.921</u>	30	<u>28.43828.183</u>	45	<u>15.32015.250</u>	60	1.000

**FLORIDA POWER & LIGHT COMPANY**

SERVICE CHARGES

A \$14.88 service charge will be made for an initial connection.

A \$17.66 Reconnection Charge will be made for the reconnection of service after disconnection for nonpayment or violation of a rule or regulation.

A \$14.88 service charge will be made for the connection of an existing account.

A Returned Payment Charge as allowed by Florida Statute 68.065 shall apply for each check or draft dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the Returned Payment Charge.

Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$6.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

A \$5.11 Field Collection Charge will be added to a customer's bill for electric service when a field visit is made and payment is collected on a delinquent account. If service is disconnected, or a current receipt of payment is shown at the time of the field visit, this charge will not be applied.

FPL may waive the Reconnection Charge, Returned Payment Charge, Late Payment Charge and Field Collection Charge for Customers affected by natural disasters or during periods of declared emergencies or once in any twelve (12) month period for any Customer who would otherwise have had a satisfactory payment record (as defined in 25-6.097(2) F.A.C.), upon acceptance by FPL of a reasonable explanation justifying a waiver. In addition, FPL may waive the charge for connection of an existing account and the charge for an initial connection for new or existing Customers affected by natural disasters or during periods of declared emergencies.

CONSERVATION INSPECTIONS AND SERVICES

**Residential Dwelling Units:**

A charge of \$15.00 will be made for a computerized energy analysis in which a comprehensive on-site evaluation of the residence is performed.

**Commercial/Industrial:**

There is no charge for conservation inspections and services (Business Energy Services).

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 4.030  
Cancels Fourth Revised Sheet No. 4.030

TEMPORARY/CONSTRUCTION SERVICE

APPLICATION:

For short term electric service to installations such as fairs, exhibitions, construction projects, displays and similar installations.

SERVICE:

Single phase or three phase, 60 hertz at the available standard secondary distribution voltage. This service is available only when the Company has existing capacity in lines, transformers and other equipment at the requested point of delivery. The Customer's service entrance electrical cable shall not exceed 200 Amp capacity.

CHARGE:

The non-refundable charge must be paid in advance of installation of such facilities which shall include service and metering equipment.

Installing and removing overhead service and meter \$297.00

Connecting and disconnecting Customer's service cable to Company's direct-buried underground facilities including installation and removal of meter \$175.00

MONTHLY RATE:

This temporary service shall be billed under the appropriate rate schedule applicable to commercial and industrial type installations.

SPECIAL CONDITIONS:

If specific electrical service other than that stated above is required, the Company, at the Customer's request, will provide such service based on the estimated cost of installing and removing such additional electrical equipment. This estimated cost will be a contribution in aid of construction payable in advance to the Company and subject to adjustment after removal of the required facilities. All Temporary/Construction services shall be subject to all of the applicable Rules, Regulations and Tariff charges of the Company, including Service Charges.

FLORIDA POWER & LIGHT COMPANY

Forty-Eighth Revised Sheet No. 8.010  
Cancels Forty-Seventh Revised Sheet No. 8.010

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**FLORIDA POWER & LIGHT COMPANY**

**Thirty-Fourth Revised Sheet No. 8.105  
Cancels Thirty-Third Revised Sheet No. 8.105**

GENERAL SERVICE DEMAND

RATE SCHEDULE: GSD-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW and less than 500 kW. Customers with a Demand of 20 kW or less may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 21 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$18.00
Demand Charges:	
Base Demand Charge	\$7.00 per kW
Capacity Payment Charge	See Sheet No. 8.030, per kW
Conservation Charge	See Sheet No. 8.030, per kW
Non-Fuel Energy Charges:	
Base Energy Charge	1.500¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of 20 kW or less who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 21 kW times the Base Demand Charge; therefore the minimum charge is \$165.00.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's thermal type meter or, at the Company's option, integrating type meter for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

**FLORIDA POWER & LIGHT COMPANY**

**Twenty-Ninth Revised Sheet No. 8.107  
Cancels Twenty-Eighth Revised Sheet No. 8.107**

**GENERAL SERVICE DEMAND - TIME OF USE**  
**(OPTIONAL)**

**RATE SCHEDULE: GSDT-1**

**AVAILABLE:**

In all territory served.

**APPLICATION:**

For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW and less than 500 kW. Customers with Demands of less than 21 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 21 kW. This is an optional rate available to General Service Demand customers upon request subject to availability of meters.

**SERVICE:**

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

**MONTHLY RATE:**

Customer Charge: \$24.00

**Demand Charges:**

Base Demand Charge \$7.00 per kW of Demand occurring during the On-Peak period.  
Capacity Payment Charge See Sheet No. 8.030, per kW of Demand occurring during the On-Peak period.  
Conservation Charge See Sheet No. 8.030, per kW of Demand occurring during the On-Peak period.

<b>Non-Fuel Energy Charges:</b>	<b><u>On-Peak Period</u></b>	<b><u>Off-Peak Period</u></b>
Base Energy Charge	3.440¢ per kWh	0.710¢ per kWh
Environmental Charge	See Sheet No. 8.030	

**Additional Charges:**

Fuel Charge See Sheet No. 8.030  
Storm Charge See Sheet No. 8.040  
Franchise Fee See Sheet No. 8.031  
Tax Clause See Sheet No. 8.031

**Minimum:** The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 21 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 21 kW times the Base Demand Charge.

If the Customer elects to make a lump sum payment to the Company for time of use metering costs of \$360.00 the then Customer Charge and the Minimum Charge shall be \$18.00 and \$165.00, respectively.

**RATING PERIODS:**

**On-Peak:**

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

**Off-Peak:**

All other hours.

(Continued on Sheet No. 8.108)

**FLORIDA POWER & LIGHT COMPANY**

**Eighth Revised Sheet No. 8.122**  
**Cancels Seventh Revised Sheet No. 8.122**

GENERAL SERVICE CONSTANT USAGE

RATE SCHEDULE: GSCU-1

AVAILABLE:

In all territory served.

APPLICATION:

Available to General Service - Non Demand customers that maintain a relatively constant kWh usage, and a demand of 20 kW or less. Eligibility is restricted to General Service customers whose Maximum kWh Per Service Day, over the current and prior 23 months, is within 5% of their average monthly kWh per service days calculated over the same 24-month period. Customers under this Rate Schedule shall enter into a General Service Constant Use Agreement. This is an optional Rate Schedule available to General Service customers upon request.

SERVICE:

Single phase, 60 hertz and at any available standard voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge: \$12.00

Non-Fuel Energy Charges:

Base Energy Charge*	2.808¢ per Constant Usage kWh
Conservation Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030
Capacity Payment Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030
Environmental Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030

Additional Charges:

Fuel Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030
Storm Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

\* The fuel, storm and non-fuel energy charges will be assessed on the Constant Usage kWh

TERM OF SERVICE:

Initial term of service under this rate schedule shall be not less than one (1) billing period, unless there is a termination of service due to a Customer's violation of the General Service Constant Usage Agreement. Upon the Customer's violation of any of the terms of the General Service Constant Usage Agreement, service under this Rate Schedule will be terminated immediately. To terminate service, either party must provide thirty (30) days written notice to the other party prior to the desired termination date. Absent such notice, the term of service shall automatically be extended another billing period. In addition, if service under this Rate Schedule is terminated by either the Customer or the Company, the account may not resume service under this Rate Schedule for a period of at least one (1) year.

DEFINITIONS:

kWh Per Service Day – the total kWh in billing month divided by the number of days in the billing month

Maximum kWh Per Service Day - the highest kWh Per Service Day experienced over the current and prior 23 month billing periods

Constant Usage kWh – the Maximum kWh Per Service Day multiplied by the number of service days in the current billing period

(Continued on Sheet 8.123)



**FLORIDA POWER & LIGHT COMPANY**

**Fortieth Revised Sheet No. 8.201  
Cancels Thirty-Ninth Revised Sheet No. 8.201**

RESIDENTIAL SERVICE

RATE SCHEDULE: RS-1

AVAILABLE:

In all territory served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU.

SERVICE:

Single phase, 60 hertz at available standard voltage. Three phase service may be furnished but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$7.00
Non-Fuel Charges:	
Base Energy Charge:	
First 1,000 kWh	4.036¢ per kWh
All additional kWh	5.036¢ per kWh
Conservation Charge	See Sheet No. 8.030
Capacity Payment Charge	See Sheet No. 8.030
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Residential Load Management Program (if applicable)	See Sheet No. 8.207
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031
Minimum:	\$7.00

TERM OF SERVICE:

Not less than one (1) billing period.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 8.203

RESIDENTIAL TIME OF USE RIDER – RTR-1  
(OPTIONAL)

RIDER: RTR-1

AVAILABLE:

In all territory served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU. This is an optional rider available to residential customers served under the RS-1 Rate Schedule subject to availability of meters. Customers taking service under RTR-1 are not eligible for service under Rate Schedule RLP.

SERVICE:

Single phase, 60 hertz at available standard voltage. Three phase may be supplied but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

Initial service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter. The Customer's first bill will reflect the lesser of the charges under Rate Schedule RS-1 or RTR-1.

MONTHLY RATE:

Except for the Customer Charge, all rates and charges under Rate Schedule RS-1 shall apply. In addition, the RTR-1 Customer Charge, the RTR-1 Base Energy and Fuel Charges and Credits applicable to on and off peak usage shall apply.

Customer Charge:	\$11.00	
Base Energy Charges/Credits:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	8.391¢ per kWh	(3.656) ¢ per kWh
Additional Charges/Credits:		
RTR Fuel Charge/Credit	See Sheet No. 8.030	

Minimum: \$11.00

If the Customer elects to make a lump sum payment to the Company for time of use metering costs of \$240.00, then the Customer Charge and Minimum Charge shall be \$7.00.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

FLORIDA POWER & LIGHT COMPANY

Twenty-Eighth Revised Sheet No. 8.205  
Cancels Twenty-Seventh Revised Sheet No. 8.205

RESIDENTIAL SERVICE - TIME OF USE  
(OPTIONAL) (Closed Schedule)

RATE SCHEDULE: RST-1

AVAILABLE:

In all territory served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU. This is an optional rate available to residential customers, provided the customer was taking service pursuant to this schedule as of December 31, 2012.

SERVICE:

Single phase, 60 hertz at available standard voltage. Three phase may be supplied but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

Initial service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter. The Customer's first bill will reflect the lesser of the charges under Rate Schedule RS-1 or RST-1.

MONTHLY RATE:

Customer Charge:	\$11.00	
Non-Fuel Energy Charges:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	12.759¢ per kWh	0.712 per kWh
Conservation Charge	See Sheet No. 8.030	
Capacity Payment Charge	See Sheet No. 8.030	
Environmental Charge	See Sheet No. 8.030	

Additional Charges:

Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: \$11.00

If the Customer elects to make a lump sum payment to the Company for time of use metering costs of \$240.00, then the Customer Charge and Minimum Charge shall be \$7.00.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.206)

**FLORIDA POWER & LIGHT COMPANY**

**Twenty-Fourth Revised Sheet No. 8.310  
Cancels Twenty-Third Revised Sheet No. 8.310**

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE: GSLD-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer with a measured demand of 500 kW and less than 2,000 kW. Customers with demands of less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$55.00
Demand Charges:	
Base Demand Charge	\$8.00 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	1.056¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charges	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is \$4,055.00.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's thermal type meter or, at the Company's option, integrating type meter for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

**FLORIDA POWER & LIGHT COMPANY**

**Twenty-Fourth Revised Sheet No. 8.320  
Cancels Twenty-Third Revised Sheet No. 8.320**

GENERAL SERVICE LARGE DEMAND - TIME OF USE  
(OPTIONAL)

RATE SCHEDULE GSLDT-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer with a measured demand of 500 kW and less than 2,000 kW. Customers with demands of less than 500 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 500 kW. This is an optional rate available to General Service Large Demand customers upon request subject to availability of meters.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$55.00	
Demand Charges:		
Base Demand Charge	\$8.00 per kW of Demand occurring during the On-Peak period.	
Capacity Payment Charge	See Sheet No. 8.030	
Conservation Charge	See Sheet No. 8.030	
Non-Fuel Energy Charges:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	1.901¢ per kWh	0.704¢ per kWh
Environmental Charge	See Sheet No. 8.030	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.031	

Minimum: The Customer Charge plus the charge for currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is \$4,055.00.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.321)

**FLORIDA POWER & LIGHT COMPANY**

**Twenty-Fifth Revised Sheet No. 8.330  
Cancels Twenty-Fourth Revised Sheet No. 8.330**

CURTAILABLE SERVICE  
(OPTIONAL)

RATE SCHEDULE: CS-1

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kW - 1,999 kW) and will curtail this Demand by 200 kW or more upon request of the Company from time to time. Customers with demands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$80.00
Demand Charges:	
Base Demand Charge	\$8.00 per kW of Demand.
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	1.056¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is \$4,080.00.

CURTAILMENT CREDITS:

A monthly credit of \$1.72 per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, the Customer will be:

1. Rebilled at \$1.72/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of \$3.70/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.331)

FLORIDA POWER & LIGHT COMPANY

Twenty-Fourth Revised Sheet No. 8.340  
Cancels Twenty-Third Revised Sheet No. 8.340

CURTAILABLE SERVICE - TIME OF USE  
(OPTIONAL)

RATE SCHEDULE: CST-1

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kW - 1,999 kW) and will curtail this Demand by 200 kW or more upon request of the Company from time to time. This is an optional Rate Schedule available to Curtailable General Service Customers upon request. Customers with demands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$80.00	
Demand Charges:		
Base Demand Charge	\$8.00 per kW of Demand occurring during the On-Peak Period.	
Capacity Payment Charge	See Sheet No. 8.030	
Conservation Charge	See Sheet No. 8.030	
Non-Fuel Energy Charges:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	1.901¢ per kWh	0.704¢ per kWh
Environmental Charge	See Sheet No. 8.030	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.031	

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is \$4,080.00.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.341)

**FLORIDA POWER & LIGHT COMPANY**

**Eighteenth Revised Sheet No. 8.412  
Cancels Seventeenth Revised Sheet No. 8.412**

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE: GSLD-2

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer with a measured demand of 2,000 kW or more. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$195.00
Demand Charges:	
Base Demand Charge	\$8.30 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	0.950¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a demand of less than 2,000 kW who enter an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is \$16,795.00.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment, for the 30-minute period of the Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.



FLORIDA POWER & LIGHT COMPANY

Twenty-Fourth Revised Sheet No. 8.420  
Cancels Twenty-Third Revised Sheet No. 8.420

GENERAL SERVICE LARGE DEMAND - TIME OF USE  
(OPTIONAL)

RATE SCHEDULE: GSLDT-2

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer who has established a measured demand of 2,000 kW or more. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a demand charge for a minimum of 2,000 kW.

SERVICE:

Three phase, 60 hertz and at any available standard secondary or distribution voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$195.00	
Demand Charges:		
Base Demand Charge	\$8.30 per kW of Demand occurring during the On-Peak Period.	
Capacity Payment Charge	See Sheet No. 8.030	
Conservation Charge	See Sheet No. 8.030	
Non-Fuel Energy Charges:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	1.620¢ per kWh	0.697¢ per kWh
Environmental Charge	See Sheet No. 8.030	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.031	

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a demand of less than 2,000 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is \$16,795.00.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.421)

**FLORIDA POWER & LIGHT COMPANY**

HIGH LOAD FACTOR – TIME OF USE  
(OPTIONAL)

RATE SCHEDULE: HFLT

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW. This is an optional rate schedule available to customers otherwise served under the GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, or GSLDT-2 Rate Schedules.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

<u>MONTHLY RATE:</u>	<u>HFLT-1</u>	<u>HFLT-2</u>	<u>HFLT-3</u>
Annual Maximum Demand	<u>21-499 kW</u>	<u>500-1,999 kW</u>	<u>2,000 kW or greater</u>
Customer Charge:	\$24.00	\$55.00	\$195.00
Demand Charges:			
On-peak Demand Charge	\$8.40	\$8.50	\$8.50
Maximum Demand Charge	\$1.90	\$2.00	\$2.00
Capacity Payment Charge	See Sheet No. 8.030, per kW of On-Peak Demand		
Conservation Charge	See Sheet No. 8.030, per kW of On-Peak Demand		
Non-Fuel Energy Charges:			
On-Peak Period per kWh	1.218¢	0.572¢	0.526¢
Off-Peak Period per kWh	0.710¢	0.572¢	0.526¢
Environmental Charge	See Sheet No. 8.030		
Additional Charges			
Fuel Charge	See Sheet No. 8.030		
Storm Charge	See Sheet No. 8.040		
Franchise Fee	See Sheet No. 8.031		
Tax Clause	See Sheet No. 8.031		

Minimum Charge: The Customer Charge plus the currently effective Demand Charges.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.426)

FLORIDA POWER & LIGHT COMPANY

Nineteenth Revised Sheet No. 8.432  
Cancels Eighteenth Revised Sheet No. 8.432

CURTAILABLE SERVICE  
(OPTIONAL)

RATE SCHEDULE: CS-2

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-2 (2,000 kW and above) and will curtail this Demand by 200 kW or more upon request of the Company from time to time. Customers with demands of less than 2,000 kW may enter an Agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$220.00
Demand Charges:	
Base Demand Charge	\$8.30 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	0.950¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kW who enter an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is \$16,820.00.

CURTAILMENT CREDITS:

A monthly credit of -\$1.72 per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current period than the Firm Demand, then the Customer will be:

1. Rebilled at \$1.72/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of \$3.70/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the contracted Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.433)

FLORIDA POWER & LIGHT COMPANY

Twenty-Fourth Revised Sheet No. 8.440  
Cancels Twenty-Third Revised Sheet No. 8.440

CURTAILABLE SERVICE - TIME OF USE  
(OPTIONAL)

RATE SCHEDULE: CST-2

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLDT-2 (2,000 kW and above) and will curtail this Demand by 200 kW or more upon request of the Company from time to time. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$220.00	
Demand Charges:		
Base Demand Charge	\$8.30 per kW of Demand occurring during the On-Peak Period.	
Capacity Payment Charge	See Sheet No. 8.030	
Conservation Charge	See Sheet No. 8.030	
Non-Fuel Energy Charges:		
	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	1.620¢ per kWh	0.697¢ per kWh
Environmental Charge	See Sheet No. 8.030	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.031	

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is \$16,820.00.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.441)

**FLORIDA POWER & LIGHT COMPANY**

**Twenty-Sixth Revised Sheet No. 8.542  
Cancels Twenty-Fifth Revised Sheet No. 8.542**

CURTAILABLE SERVICE - TIME OF USE  
(OPTIONAL)

RATE SCHEDULE: CST-3

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLDT-3 and will curtail this Demand by 200 kW or more upon request of the Company from time to time.

SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$1,466.88	
Demand Charges:		
Base Demand Charge	\$6.32 per kW of Demand occurring during the On-Peak Period.	
Capacity Payment Charge	See Sheet No. 8.030.1	
Conservation Charge	See Sheet No. 8.030.1	
Non-Fuel Energy Charges:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	0.739¢ per kWh	0.604¢ per kWh
Environmental Charge	See Sheet No. 8.030.1	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030.1	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.031	

Minimum: The Customer Charge plus the charge for the currently effective Base Demand.

RATING PERIODS:

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

(Continued on Sheet No. 8.543)

FLORIDA POWER & LIGHT COMPANY

Thirteenth Revised Sheet No. 8.545  
Cancels Twelfth Revised Sheet No. 8.545

CURTAILABLE SERVICE  
(OPTIONAL)

RATE SCHEDULE: CS-3

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-3 and will curtail this Demand by 200 kW or more upon request of the Company from time to time.

SERVICE:

Three phase, 60 hertz at the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and related facilities necessary for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each separate point of delivery served hereunder shall be furnished through one meter at, or compensated to, the available transmission voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$1,466.88
Demand Charges:	
Base Demand Charge	\$6.32 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030.1
Conservation Charge	See Sheet No. 8.030.1
Non-Fuel Energy Charges:	
Base Energy Charge	0.640¢ per kWh
Environmental Charge	See Sheet No. 8.030.1
Additional Charges:	
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum Charge: The Customer Charge plus the charge for the currently effective Base Demand.

CURTAILMENT CREDITS:

A monthly credit of -\$1.72 per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, then the Customer will be:

1. Rebilled at \$1.72/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of \$3.70/kW for the current month.

The kW used for both the rebilling and penalty charge calculations is determined by taking the difference between the maximum Demand during the current Curtailment Period and the Firm Demand for a Curtailment Period.

(Continued on Sheet No. 8.546)

**FLORIDA POWER & LIGHT COMPANY**

**Thirty-Fourth Revised Sheet No. 8.602  
Cancels Thirty-Third Revised Sheet No. 8.602**

SPORTS FIELD SERVICE  
(Closed Schedule)

RATE SCHEDULE: OS-2

AVAILABLE:

In all territory served.

APPLICATION:

This is a transitional rate available to municipal, county and school board accounts for the operation of a football, baseball or other playground, or civic or community auditorium, when all such service is taken at the available primary distribution voltage at a single point of delivery and measured through one meter, and who were active as of October 4, 1981. Customer may also elect to receive service from other appropriate rate schedules.

LIMITATION OF SERVICE:

Offices, concessions, businesses or space occupied by tenants, other than areas directly related to the operations above specified, are excluded hereunder and shall be separately served by the Company at utilization voltage. Not applicable when Rider TR is used.

MONTHLY RATE:

Customer Charge:	\$103.00
Non-Fuel Energy Charges:	
Base Energy Charge	5.928¢ per kWh
Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Additional Charges:	
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031
Minimum Charge:	\$103.00

TERM OF SERVICE:

Pending termination by Florida Public Service Commission Order.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

**FLORIDA POWER & LIGHT COMPANY**

**Twentieth Revised Sheet No. 8.610  
Cancels Nineteenth Revised Sheet No. 8.610**

METROPOLITAN TRANSIT SERVICE

RATE SCHEDULE: MET

AVAILABLE:

For electric service to Metropolitan Dade County Electric Transit System (METRORAIL) at each point of delivery required for the operation of an electric transit system on continuous and contiguous rights-of-way.

APPLICATION:

Service to be supplied will be three phase, 60 hertz and at the standard primary voltage of 13,200 volts. All service required by Customer at each separate point of delivery served hereunder shall be furnished through one meter reflecting delivery at primary voltage. Resale of service is not permitted hereunder. Rider TR or a voltage discount is not applicable.

MONTHLY RATE:

Customer Charge:	\$400.00
Demand Charges:	
Base Demand Charge	\$10.60 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030.1
Conservation Charge	See Sheet No. 8.030.1
Non-Fuel Energy Charges:	
Base Energy Charge	1.248¢ per kWh
Environmental Charge	See Sheet No. 8.030.1
Additional Charges:	
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand.

DEMAND:

The billing Demand is the kW, at each point of delivery, to the nearest whole kW, as determined from the Company's recording type metering equipment, for the period coincident with the 30-minute period of the electric rail transit system's greatest use supplied by the Company during the month adjusted for power factor.

BILLING:

Each point of delivery shall be separately billed according to the monthly charges as stated herein. All billing units related to charges under this rate schedule shall be determined from metering data on a monthly basis and determined for each point of delivery on the same monthly billing cycle day.

TERMS OF SERVICE

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.



**FLORIDA POWER & LIGHT COMPANY**

( Continued from Sheet No. 8.650 )

MONTHLY RATE:

Delivery Voltage Level	<u>Distribution below 69 kV</u>		<u>69 kV &amp; above</u>
	<u>CILC-1(G)</u>	<u>CILC-1(D)</u>	<u>CILC-1(T)</u>
Maximum Demand Level		500 kW	
	<u>200-499 kW</u>	<u>&amp; above</u>	
Customer Charge:	\$100.00	\$150.00	\$1,975.00
Demand Charges:			
Base Demand Charges:			
per kW of Maximum Demand	\$3.40	\$3.10	None
per kW of Load Control On-Peak Demand	\$1.30	\$1.30	\$1.30
per kW of Firm On-Peak Demand	\$7.31	\$7.11	\$7.25
Capacity Payment and Conservation Charge:			
CILC-1(G)	See Sheet No. 8.030.1		
CILC-1(D)	See Sheet No. 8.030.1		
CILC-1(T)	See Sheet No. 8.030.1		
Non-Fuel Energy Charges:			
Base Energy Charges:			
On-Peak Period charge per kWh	1.074¢	0.542¢	0.471¢
Off-Peak Period charge per kWh	1.074¢	0.542¢	0.471¢
Environmental Charge	See Sheet No. 8.030.1		
Additional Charges:			
Fuel Charge	See Sheet No. 8.030.1		
Storm Charge	See Sheet No. 8.040		
Franchise Fee	See Sheet No. 8.031		
Tax Clause	See Sheet No. 8.031		

Minimum: The Customer Charge plus the Base Demand Charges.

( Continued on Sheet No. 8.652 )

**FLORIDA POWER & LIGHT COMPANY**

**Tenth Revised Sheet No. 8.680  
Cancels Ninth Revised Sheet No. 8.680**

**COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER (CDR)  
(OPTIONAL)**

**AVAILABLE:**

In all territory served. Available to any commercial or industrial customer receiving service under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT through the execution of a Commercial/Industrial Demand Reduction Rider Agreement in which the load control provisions of this rider can feasibly be applied.

**LIMITATION OF AVAILABILITY:**

This Rider may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

**APPLICATION:**

For electric service provided to any commercial or industrial customer receiving service under Rate Schedule GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT who as a part of the Commercial/Industrial Demand Reduction Rider Agreement between the Customer and the Company, agrees to allow the Company to control at least 200 kW of the Customer's load, or agrees to operate Backup Generation Equipment (see Definitions) and designate (if applicable) additional controllable demand to serve at least 200 kW of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a Commercial/Industrial Reduction Demand Rider Agreement with the Company to be eligible for this Rider. To establish the initial qualification for this Rider, the Customer must have had a Utility Controlled Demand during the summer Controllable Rating Period (April 1 through October 31) for at least three out of seven months of at least 200 kW greater than the Firm Demand level specified in Section 4 of the Commercial/Industrial Demand Reduction Rider Agreement. The Utility Controlled Demand shall not be served on a firm service basis until service has been terminated under this Rider.

**LIMITATION OF SERVICE:**

Customers participating in the General Service Load Management Program (FPL "Business On Call" Program) are not eligible for this Rider.

**MONTHLY RATE:**

All rates and charges under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, HLFT shall apply. In addition, the applicable Monthly Administrative Adder and Utility Controlled Demand Credit shall apply.

**MONTHLY ADMINISTRATIVE ADDER:**

<u>Rate Schedule</u>	<u>Adder</u>
GSD-1	\$75.00
GSDT-1, HLFT (21-499 kW)	\$75.00
GSLD-1, GSLDT-1, HLFT (500-1,999 kW)	\$125.00
GSLD-2, GSLDT-2, HLFT (2,000 kW or greater)	\$50.00
GSLD-3, GSLDT-3	\$475.00

**UTILITY CONTROLLED DEMAND CREDIT:**

A monthly credit of \$7.30 per kW is allowed based on the Customer's Utility Controlled Demand.

**UTILITY CONTROLLED DEMAND:**

The Utility Controlled Demand for a month in which there are no load control events during the Controllable Rating Period shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period, divided by the total number of hours in the applicable Controllable Rating Period, less the Customer's Firm Demand.

In the event of Load Control occurring during the Controllable Rating Period, the Utility Controlled Demand shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period less the sum of the Customer's kWh usage during the Load Control Period, divided by the number of non-load control hours occurring during the applicable Controllable Rating Period, less the Customer's Firm Demand.

(Continued on Sheet No. 8.681)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.682  
Cancels Second Revised Sheet No. 8.682

(Continued from Sheet No. 8.681)

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS:

Customers notified of a load control event should not exceed their Firm Demand during periods when the Company is controlling load. However, electricity will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of one of the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or
2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or
3. adding firm load that was not previously non-firm load to the Customer's facility, or
4. an event affecting local, state or national security, or
5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the Firm Demand) for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this rider as described in TERM OF SERVICE.

If the Customer exceeds the Firm Demand during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

1. billed a \$7.30 charge per kW of excess kW for the prior sixty (60) months or the number of months the Customer has been billed under this rider, whichever is less, and
2. billed a penalty charge of \$0.99 per kW of excess kW for each month of rebilling.

Excess kW for rebilling and penalty charges is determined by taking the difference between the Customer's kWh usage during the load control period divided by the number of hours in the load control period and the Customer's "Firm Demand". The Customer will not be rebilled or penalized twice for the same excess kW in the calculation described above.

( Continued on Sheet No. 8.683 )

**FLORIDA POWER & LIGHT COMPANY**

**Third Revised Sheet No. 8.684  
Cancels Second Revised Sheet No. 8.684**

(Continued from Sheet No. 8.683)

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within twelve (12) months from the date of termination of service under this Rider or FPL later determines that there is no need for the MW reduction in accordance with the FPL Numeric Commercial/Industrial Conservation Goals, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any load control periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

- a) service is terminated by the Company for any reason(s) specified in this section, or
- b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtailable service rate schedule, or under this rider with a shift from non-firm load to firm service,
  - i) at a different location in the Company's service area, or
  - ii) under a different name or different ownership, or
  - iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice, or
- c) the Customer transfers the controllable portion of the Customer's load to "Firm Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice,

then the Customer will be:

1. rebilled \$7.30 per kW of Utility Controlled Demand for the shorter of (a) the most recent prior sixty (60) months during which the Customer was billed for service under this Rider, or (b) the number of months the Customer has been billed under this Rider, and
2. billed a penalty charge of \$0.99 per kW of Utility Controlled Demand times the number of months rebilled in No. 1 above.

SPECIAL PROVISIONS:

1. Control of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an energy management system where the firm demand level can be established or modified only by means of joint access by the Customer and the Company.
2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned load control equipment.
3. It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.
4. The Company is not required to install load control equipment if the installation cannot be economically justified.
5. Credits under this Rider will commence after the installation, inspection and successful testing of the load control equipment.
6. Maintenance of equipment (including generators) necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

( Continued on Sheet No. 8.685 )

**FLORIDA POWER & LIGHT COMPANY**

**Twenty-Sixth Revised Sheet No. 8.716  
Cancels Twenty-Fifth Revised Sheet No. 8.716**

(Continued from Sheet No. 8.715)

**REMOVAL OF FACILITIES:**

If Street Lighting facilities are removed either by Customer request or termination or breach of the agreement, the Customer shall pay FPL an amount equal to the original installed cost of the removed facilities less any salvage value and any depreciation (based on current depreciation rates as approved by the Florida Public Service Commission) plus removal cost.

**MONTHLY RATE:**

Luminaire Type	Lamp Size		kWh/Mo. Estimate	Charge for FPL-Owned Unit (\$)				Charge for Customer-Owned Unit (\$)	
	Initial Lumens/Watts			Fixtures	Maintenance	Energy Non-Fuel**	Total***	Relamping/ Energy****	Energy Only
High Pressure Sodium Vapor	6,300	70	29	\$3.46	1.62	0.69	5.77	2.34	0.69
" "	9,500	100	41	\$3.52	1.63	0.98	6.13	2.64	0.98
" "	16,000	150	60	\$3.63	1.66	1.43	6.72	3.12	1.43
" "	22,000	200	88	\$5.50	2.12	2.10	9.72	4.23	2.10
" "	50,000	400	168	\$5.56	2.13	4.00	11.69	6.14	4.00
" "	* 12,800	150	60	\$3.78	1.86	1.43	7.07	3.29	1.43
" "	* 27,500	250	116	\$5.85	2.31	2.76	10.92	5.07	2.76
" "	* 140,000	1,000	411	\$8.80	4.14	9.79	22.73	14.01	9.79
Mercury Vapor	* 6,000	140	62	\$2.73	1.46	1.48	5.67	2.97	1.48
" "	* 8,600	175	77	\$2.77	1.46	1.83	6.06	3.32	1.83
" "	* 11,500	250	104	\$4.63	2.11	2.48	9.22	4.63	2.48
" "	* 21,500	400	160	\$4.61	2.07	3.81	10.49	5.92	3.81
" "	* 39,500	700	272	\$6.52	3.52	6.48	16.52	10.00	6.48
" "	* 60,000	1,000	385	\$6.67	3.44	9.17	19.28	12.67	9.17
Incandescent	* 1,000	103	36				6.90	4.16	0.86
" "	* 2,500	202	71				7.30	5.01	1.69
" "	* 4,000	327	116				8.73	6.18	2.76
Fluorescent	* 19,800	300	122					4.67	2.91

- \* These units are closed to new FPL installations.
- \*\* The non-fuel energy charge is 2.383¢ per kWh.
- \*\*\* Bills rendered based on "Total" charge. Unbundling of charges is not permitted.
- \*\*\*\* New Customer installations of those units closed to FPL installations cannot receive relamping service.

**Charges for other FPL-owned facilities:**

Wood pole used only for the street lighting system	\$4.19
Concrete pole used only for the street lighting system	\$5.76
Fiberglass pole used only for the street lighting system	\$6.81
Steel pole used only for the street lighting system *	\$5.76
Underground conductors not under paving	3.29¢ per foot
Underground conductors under paving	8.05¢ per foot

The Underground conductors under paving charge will not apply where a CIAC is paid pursuant to section "a)" under "Customer Contributions." The Underground conductors not under paving charge will apply in these situations.

(Continued on Sheet No. 8.717)

**FLORIDA POWER & LIGHT COMPANY**

**Fifteenth Revised Sheet No. 8.717  
Cancels Fourteenth Revised Sheet No. 8.717**

(Continued from Sheet No. 8.716)

On Customer-owned Street Lighting Systems, where Customer contracts to relamp at no cost to FPL, the Monthly Rate for non-fuel energy shall be 2.383¢ per kWh of estimated usage of each unit plus adjustments. On Street Lighting Systems, where the Customer elects to install Customer-owned monitoring systems, the Monthly Rate for non-fuel energy shall be 2.383¢ per kWh of estimated usage of each monitoring unit plus adjustments. The minimum monthly kWh per monitoring device will be 1 kilowatt-hour per month, and the maximum monthly kWh per monitoring device will be 5 kilowatt-hours per month.

During the initial installation period:

- Facilities in service for 15 days or less will not be billed;
- Facilities in service for 16 days or more will be billed for a full month.

**WILLFUL DAMAGE:**

Upon the second occurrence of willful damage to any FPL-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, FPL will:

- a) Replace the fixture with a shielded cutoff cobrahead. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed after the first occurrence, the Customer shall only pay the \$280.00 cost of the shield; or
- b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the costs specified under "Removal of Facilities"; or
- c) Terminate service to the fixture.

Option selection shall be made by the Customer in writing and apply to all fixtures which FPL has installed on the Customer's behalf. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

**SPECIAL CONDITIONS:**

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

**TERM OF SERVICE:**

Initial term of ten (10) years with automatic, successive five (5) year extensions unless terminated in writing by either FPL or the Customer at least ninety (90) days prior to the current term's expiration.

**RULES AND REGULATIONS:**

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

FLORIDA POWER & LIGHT COMPANY

Sixteenth Revised Sheet No. 8.720  
Cancels Fifteenth Revised Sheet No. 8.720

PREMIUM LIGHTING

RATE SCHEDULE: PL-1

AVAILABLE:

In all territory served.

APPLICATION:

FPL-owned lighting facilities not available under rate schedule SL-1 and OL-1. To any Customer for the sole purpose of lighting streets, roadways and common areas, other than individual residential locations. This includes but is not limited to parking lots, homeowners association common areas, or parks.

SERVICE:

Service will be unmetered and will include lighting installation, lamp replacement and facilities maintenance for FPL-owned lighting systems. It will also include energy from dusk each day until dawn the following day.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or resale service is not permitted hereunder.

TERM OF SERVICE:

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new agreement based on the current estimated replacement costs. The Company will retain ownership of these facilities.

FACILITIES PAYMENT OPTION:

The Customer will pay for the facilities in a lump sum in advance of construction. The amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of 1.1941. Monthly Maintenance and Energy charges will apply for the term of service.

FACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Premium Lighting Agreement.

(Continued on Sheet No. 8.721)

FLORIDA POWER & LIGHT COMPANY

Twenty-First Revised Sheet No. 8.721  
Cancels Twentieth Revised Sheet No. 8.721

(Continued from Sheet No. 8.720)

MONTHLY RATE :

Facilities:

Paid in full: Monthly rate is zero, for Customer's who have executed a Premium Lighting Agreement before March 1, 2010:  
10 years payment option: 1.362% of total work order cost.  
20 years payment option: 0.925% of total work order cost.

Maintenance: FPL's estimated costs of maintaining lighting facilities.

Billing: FPL reserves the right to assess a charge for the recovery of any dedicated billing system developed solely for this rate.

Energy: KWH Consumption for fixtures shall be estimated using the following formula:

$$\text{KWH} = \frac{\text{Unit Wattage (usage)} \times 353.3 \text{ hours per month}}{1000}$$

Non-Fuel Energy	2.383¢/kWh
Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

During the initial installation period:

Facilities in service for 15 days or less will not be billed;  
Facilities in service for 16 days or more will be billed for a full month.

MINIMUM MONTHLY BILL:

The minimum monthly bill shall be the applicable Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8.722)



**FLORIDA POWER & LIGHT COMPANY**

**Seventh Revised Sheet No. 8.722  
Cancels Sixth Revised Sheet No. 8.722**

(Continued from Sheet No. 8.721)

**EARLY TERMINATION:**

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

<u>Ten (10) Years</u> <u>Payment Option</u>	<u>Termination</u> <u>Factor</u>	<u>Twenty (20)</u> <u>Years</u> <u>Payment Option</u>	<u>Termination</u> <u>Factor</u>
1	1.1941	1	1.1941
2	1.0306	2	1.0831
3	0.9473	3	1.0563
4	0.8575	4	1.0275
5	0.7608	5	0.9965
6	0.6565	6	0.9630
7	0.5441	7	0.9269
8	0.4230	8	0.8880
9	0.2924	9	0.8461
10	0.1517	10	0.8009
>10	0.0000	11	0.7523
		12	0.6998
		13	0.6432
		14	0.5823
		15	0.5166
		16	0.4458
		17	0.3695
		18	0.2872
		19	0.1985
		20	0.1030
		>20	0.0000

**WILLFUL DAMAGE:**

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair or replacement.

**RULES AND REGULATIONS:**

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

**FLORIDA POWER & LIGHT COMPANY**

OUTDOOR LIGHTING

RATE SCHEDULE OL-1

AVAILABLE:

In all territory served.

APPLICATION:

For year-round outdoor security lighting of yards, walkways and other areas. Lights to be served hereunder shall be at locations which are easily and economically accessible to Company equipment and personnel for construction and maintenance.

It is intended that Company-owned security lights will be installed on existing Company-owned electric facilities, or short extension thereto, in areas where a street lighting system is not provided or is not sufficient to cover the security lighting needs of a particular individual or location. Where more extensive security lighting is required, such as for large parking lots or other commercial areas, the Customer will provide the fixtures, supports and connecting wiring; the Company will connect to the Customer's system and provide the services indicated below.

SERVICE:

Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day, and maintenance of Company-owned facilities. The Company will replace all burned-out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

This schedule is not available for service normally supplied on the Company's standard street lighting schedules. Company-owned facilities will be installed only on Company-owned poles. Customer-owned facilities will be installed only on Customer-owned poles. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source. Stand-by or resale service not permitted hereunder.

MONTHLY RATE:

Luminaire Type	Lamp Size		KWH/Mo. Estimate	Charge for Company-Owned Unit (\$)				Charge for Customer-Owned Unit (\$)	
	Initial Lumens/Watts			Fixtures	Maintenance	Energy Non-Fuel**	Total	Relamping/ Energy	Energy Only
High Pressure Sodium Vapor	6,300	70	29	4.49	1.64	0.70	6.83	2.34	0.70
" "	9,500	100	41	4.59	1.64	0.99	7.22	2.63	0.99
" "	16,000	150	60	4.75	1.67	1.44	7.86	3.11	1.44
" "	22,000	200	88	6.91	2.16	2.12	11.19	4.28	2.12
" "	50,000	400	168	7.35	2.13	4.04	13.52	6.17	4.04
" "	* 12,000	150	60	5.10	1.91	1.44	8.45	3.35	1.44
Mercury Vapor	* 6,000	140	62	3.45	1.48	1.49	6.42	2.97	1.49
" "	* 8,600	175	77	3.47	1.48	1.85	6.80	3.33	1.85
" "	* 21,500	400	160	5.68	2.08	3.85	11.61	5.93	3.85

\* These units are closed to new Company installations.

\*\* The non-fuel energy charge is 2.405¢ per kWh.

(Continued on Sheet No. 8.726)

**FLORIDA POWER & LIGHT COMPANY**

(Continued from Sheet No. 8.725)

**Charges for other Company-owned facilities:**

Wood pole and span of conductors:	\$8.62
Concrete pole and span of conductors:	\$11.64
Fiberglass pole and span of conductors:	\$13.67
Steel pole used only for the street lighting system *	\$11.64
Underground conductors (excluding trenching)	\$0.069 per foot
Down-guy, Anchor and Protector	\$8.31

For Customer-owned outdoor lights, where the Customer contracts to relamp at no cost to FPL, the monthly rate for non-fuel energy shall be 2.405¢ per kWh of estimated usage of each unit plus adjustments.

Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Clause	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

**TERM OF SERVICE:**

Not less than one year. In the event the Company installs any facilities for which there is an added monthly charge, the Term of Service shall be for not less than three years.

If the Customer terminates service before the expiration of the initial term of the agreement, the Company may require reimbursement for the total expenditures made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all monthly payments made for Company-owned facilities.

**RULES AND REGULATIONS:**

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

**COMPANY-OWNED FACILITIES:**

Company-owned luminaires normally will be mounted on Company's existing distribution poles and served from existing overhead wires. The Company will provide one span of secondary conductor from existing secondary facilities to a Company-owned light at the Company's expense. When requested by the Customer, and at the option of the Company, additional spans of wire or additional poles or underground conductors may be installed by the Company upon agreement by the Customer to use the facilities for a minimum of three years and pay each month the charges specified under MONTHLY RATE.

The Customer will make a lump sum payment for the cost of changes in the height of existing poles or the installation of additional poles in the Company's distribution lines or the cost of any other facilities required for the installation of lights to be served hereunder.

At the Customer's request, the Company will upgrade to a higher level of illumination without a service charge when the changes are consistent with good engineering practices. The Customer will pay the Company the net costs incurred in making other lamp size changes. In all cases where luminaires are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer's request upon payment by the Customer of the costs of removal and reinstallation.

The Company will not be required to install equipment at any location where the service may be objectionable to others. If it is found after installation that the light is objectionable, the Company may terminate the service.

(Continued on Sheet No. 8.727)

**FLORIDA POWER & LIGHT COMPANY**

**Fourth Revised Sheet No. 8.727  
Cancels Third Revised Sheet No. 8.727**

(Continued from Sheet No. 8.726)

When the Company relocates or removes its facilities to comply with governmental requirements, or for any other reason, either the Company or the Customer shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

**SPECIAL CONDITIONS:**

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

**CUSTOMER-OWNED FACILITIES:**

Customer-owned luminaires and other facilities will be of a type and design specified by the Company to permit servicing and lamp replacement at no abnormal cost. The Customer will provide all poles, fixtures, initial lamps and controls, and circuits up to the point of connection to the Company's supply lines, and an adequate support for the Company-owned service conductors.

The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer.

**DEFINITIONS:**

A "Luminaire," as defined by the Illuminating Engineering Society, is a complete lighting unit consisting of a lamp (bulb), together with parts designed to distribute the light, to position and protect the lamp, and connect the lamp to the power supply.

A "Conventional" luminaire is supported by a bracket that is mounted on the side of an ordinary wood pole or an ornamental pole. This is the only type of luminaire offered where service is to be supplied from overhead conductors, although this luminaire may also be used when service is supplied from underground conductors.

A "Contemporary" luminaire is of modern design and is mounted on top of an ornamental pole. Underground conductors are required.

A "Traditional" luminaire resembles an Early American carriage lantern and is mounted on top of a pole. It requires an ornamental pole and underground conductors to a source of supply.

An "Ornamental" pole is one made of concrete or fiberglass.

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.743  
Cancels Third Revised Sheet No. 8.743

RECREATIONAL LIGHTING

(Closed Schedule)

RATE SCHEDULE: RL-1

AVAILABLE:

In all territory served. Available to any customer, who, as of January 16, 2001, was either taking service pursuant to this schedule or had a fully executed Recreational Lighting Agreement with the Company.

APPLICATION:

For FPL-owned facilities for the purpose of lighting community recreational areas. This includes, but is not limited to, baseball, softball, football, soccer, tennis, and basketball.

SERVICE:

Service will be metered and will include lighting installation, lamp replacement and facilities maintenance for FPL-owned lighting systems.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-firm, or resale service is not permitted hereunder.

TERM OF SERVICE:

The term of service is (20) twenty years. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement costs. The Company will retain ownership of these facilities.

FACILITIES PAYMENT OPTION:

The Customer will pay for the facilities in a lump sum in advance of construction. The amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of 1.1941. Monthly Maintenance and energy charges will apply for the term of service.

FACILITIES SELECTION:

Facilities selection shall be made by the Customer in writing by executing the Company's Recreational Lighting Agreement.

(Continued on Sheet No. 8.744)

**FLORIDA POWER & LIGHT COMPANY**

**Fourth Revised Sheet No. 8.744  
Cancels Third Revised Sheet No. 8.744**

(Continued from Sheet No. 8.743)

**MONTHLY RATE :**

**Facilities:**

Paid in full:	Monthly rate is zero.
10 years payment option:	1.362% of total work order cost.*
20 years payment option:	0.925% of total work order cost.*

\* Both (10) ten and (20) twenty year payment options are closed to new service, and are only available for the duration of the term of service of those customers that have fully executed a Recreational Lighting Agreement with the Company before January 16, 2001.

**Maintenance:** FPL's estimated costs of maintaining lighting facilities.

**Billing:** FPL reserves the right to assess a charge for the recovery of any dedicated billing system developed solely for this rate.

**Charge Per Month:** Company's otherwise applicable general service rate schedule.

**Conservation Charge** See Sheet No. 8.030.1

**Capacity Payment Charge** See Sheet No. 8.030.1

**Environmental Charge** See Sheet No. 8.030.1

**Fuel Charge** See Sheet No. 8.030.1

**Storm Charge** See Sheet No. 8.040

**Franchise Fee** See Sheet No. 8.031

**Tax Clause** See Sheet No. 8.031

**MINIMUM MONTHLY BILL:**

As provided in the otherwise applicable rate schedule, plus the Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8.745)

**FLORIDA POWER & LIGHT COMPANY**

**Third Revised Sheet No. 8.745  
Cancels Second Revised Sheet No. 8.745**

(Continued from Sheet No. 8.744)

**EARLY TERMINATION:**

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Recreational Lighting Agreement by giving at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the following Termination Factors to the installed cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment.

FPL may also charge the Customer for the cost to the utility for removing the facilities.

<u>Ten (10) Years Payment Option</u>	<u>Termination Factor</u>	<u>Twenty (20) Years Payment Option</u>	<u>Termination Factor</u>
1	1.1941	1	1.1941
2	1.0306	2	1.0831
3	0.9473	3	1.0563
4	0.8575	4	1.0275
5	0.7608	5	0.9965
6	0.6565	6	0.9630
7	0.5441	7	0.9269
8	0.4230	8	0.8880
9	0.2924	9	0.8461
10	0.1517	10	0.8009
>10	0.0000	11	0.7523
		12	0.6998
		13	0.6432
		14	0.5823
		15	0.5166
		16	0.4458
		17	0.3695
		18	0.2872
		19	0.1985
		20	0.1030
		>20	0.0000

**WILLFUL DAMAGE:**

In the event of willful damage to these facilities, FPL will provide the initial repair of each installed item at its expense. Upon the second occurrence of willful damage, and subsequent occurrence to these FPL-owned facilities, the Customer will be responsible for the cost for repair or replacement.

**RULES AND REGULATIONS:**

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

**Issued by: S. E. Romig, Director, Rates and Tariffs  
Effective: January 1, 2013**

**FLORIDA POWER & LIGHT COMPANY**

**Eleventh Revised Sheet No. 8.750  
Cancels Tenth Revised Sheet No. 8.750**

STANDBY AND SUPPLEMENTAL SERVICE

RATE SCHEDULE: SST-1

AVAILABLE:

In all territory served by the Company. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

APPLICATION:

For electric service to any Customer, at a point of delivery, whose electric service requirements for the Customer's load are supplied or supplemented from the Customer's generation equipment at that point of service and require standby and/or supplemental service. For purposes of determining applicability of this rate schedule, the following definitions shall be used:

- (1) "Standby Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by the Customer's own generation equipment during periods of either scheduled (maintenance) or unscheduled (backup) outages of all or a portion of the Customer's generation.
- (2) "Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

A Customer is required to take service under this rate schedule if the Customer's total generation capacity is more than 20% of the Customer's total electrical load and the Customer's generators are not for emergency purposes only.

Customers taking service under this rate schedule shall enter into a Standby and Supplemental Service Agreement ("Agreement"); however, failure to execute such an agreement will not pre-empt the application of this rate schedule for service.

SERVICE:

Three phase, 60 hertz, and at the available standard voltage. All service supplied by the Company shall be furnished through one metering point. Resale of service is not permitted hereunder.

Transformation Rider - TR, Sheet No. 8.820, does not apply to Standby Service.

MONTHLY RATE:

STANDBY SERVICE

Delivery Voltage:	<u>Below 69 kV</u>			<u>69kV &amp; Above</u>
	<u>SST-1(D1)</u>	<u>SST-1(D2)</u>	<u>SST-1(D3)</u>	<u>SST-1(T)</u>
	<u>Below 500 kW</u>	<u>500 to 1,999 kW</u>	<u>2,000 kW &amp; Above</u>	<u>All Levels</u>
Contract Standby Demand:				
Customer Charge:	\$100.00	\$100.00	\$375.00	\$1,451.71
Demand Charges:				
Base Demand Charges:				
Distribution Demand Charge per kW of Contract Standby Demand	\$2.70	\$2.70	\$2.70	none
Reservation Demand Charge per kW	\$1.07	\$1.07	\$1.07	\$1.03
Daily Demand Charge per kW for each daily maximum On-Peak Standby Demand	\$0.52	\$0.52	\$0.52	\$0.29
Capacity Payment and Conservation Charges	See Sheet No. 8.030.1			

(Continued on Sheet No. 8.751)



**FLORIDA POWER & LIGHT COMPANY**

**Eighteenth Revised Sheet No. 8.751**  
**Cancels Seventeenth Revised Sheet No. 8.751**

(Continued from Sheet No. 8.750)

Delivery Voltage:	Below 69 kV			69 kV & Above
	SST-1(D1) Below 500 kW	SST-1(D2) 500 to 1,999 kW	SST-1(D3) 2,000 kW & Above	SST-1(T) All Levels
Contract Standby Demand:				
Non-Fuel Energy Charges:				
Base Energy Charges:				
On-Peak Period charge per kWh	0.714¢	0.714¢	0.714¢	0.648¢
Off-Peak Period charge per kWh	0.714¢	0.714¢	0.714¢	0.648¢
Environmental Charge	See Sheet No. 8.030.1			
Additional Charges:				
Fuel Charge	See Sheet No. 8.030.1			
Storm Charge	See Sheet No. 8.040			
Franchise Fee	See Sheet No. 8.031			
Tax Clause	See Sheet No. 8.031			

Minimum: The Customer Charge plus the Base Demand Charges.

**DEMAND CALCULATION:**

The Demand Charge for Standby Service shall be (1) the charge for Distribution Demand **plus** (2) the greater of the sum of the Daily Demand Charges or the Reservation Demand Charge times the maximum On-Peak Standby Demand actually registered during the month **plus** (3) the Reservation Demand Charge times the difference between the Contract Standby Demand and the maximum On-Peak Standby Demand actually registered during the month.

**SUPPLEMENTAL SERVICE**

Supplemental Service shall be the total power supplied by the Company minus the Standby Service supplied by the Company during the same metering period. The charge for all Supplemental Service shall be calculated by applying the applicable retail rate schedule, excluding the customer charge.

**RATING PERIODS:**

On-Peak:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day.

Off-Peak:

All other hours.

**CONTRACT STANDBY DEMAND:**

The level of Customer's generation requiring Standby Service as specified in the Agreement. This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23-month period less the amount specified as the Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment. For a Customer receiving only Standby Service as identified under Special Provisions, the Contract Standby Demand shall be maximum load actually served by the Company during the current month or prior 23-month period.

A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or

(Continued on Sheet No. 8.752)

**FLORIDA POWER & LIGHT COMPANY**

INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE  
(OPTIONAL)

RATE SCHEDULE: ISST-1

AVAILABLE:

In all territory served by the Company. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

LIMITATION OF AVAILABILITY:

This schedule may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

A Customer who is eligible to receive service under the Standby and Supplemental Service (SST-1) rate schedule may, as an option, take service under this rate schedule, unless the Customer has entered into a contract to sell firm capacity and/or energy to the Company, and the Customer cannot restart its generation equipment without power supplied by the Company, in which case the Customer may only receive Standby and Supplemental Service under the Company's SST-1 rate schedule.

Customers taking service under this rate schedule shall enter into an Interruptible Standby and Supplemental Service Agreement ("Agreement"). This interruptible load shall not be served on a firm service basis until service has been terminated under this rate schedule.

SERVICE:

Three phase, 60 hertz, and at the available standard voltage.

A designated portion of the Customer's load served under this schedule is subject to interruption by the Company. Transformation Rider-TR, where applicable, shall only apply to the Customer's Contract Standby Demand for delivery voltage below 69 kV. Resale of service is not permitted hereunder.

MONTHLY RATE:

STANDBY SERVICE  
Delivery Voltage:

	<u>Distribution Below 69 kV ISST-1(D)</u>	<u>Transmission 69 kV &amp; Above ISST-1(T)</u>
Customer Charge:	\$375.00	\$1,891.00
Demand Charges:		
Base Demand Charges:		
Distribution Demand Charge per kW of Contract Standby Demand	\$2.70	none
Reservation Demand Charge per kW of Interruptible Standby Demand	\$0.16	\$0.16
Reservation Demand Charge per kW of Firm Standby Demand	\$1.07	\$0.81
Daily Demand Charge per kW for each daily maximum On-Peak Interruptible Standby Demand	\$0.08	\$0.07
Daily Demand Charge per kW for each daily maximum On-Peak Firm Standby Demand	\$0.52	\$0.38
Capacity Payment and Conservation Charges	See Sheet No. 8.030.1	
Non-Fuel Energy Charges:		
Base Energy Charges:		
On-Peak Period charge per kWh	0.714¢	0.597¢
Off-Peak Period charge per kWh	0.714¢	0.597¢
Environmental Charge	See Sheet No. 8.030.1	

(Continued on Sheet No. 8.761)

FLORIDA POWER & LIGHT COMPANY

Twelfth Revised Sheet No. 8.820  
Cancels Eleventh Revised Sheet No. 8.820

TRANSFORMATION RIDER - TR

AVAILABLE:

In all territory served.

APPLICATION:

In conjunction with any commercial or industrial rate schedule specifying delivery of service at any available standard voltage when Customer takes service from available primary lines of 2400 volts or higher at a single point of delivery.

MONTHLY CREDIT:

The Company, at its option, will either provide and maintain transformation facilities equivalent to the capacity that would be provided if the load were served at a secondary voltage from transformers at one location or, when Customer furnishes transformers, the Company will allow a monthly credit of \$0.27 per kW of Billing Demand. Any transformer capacity required by the Customer in excess of that provided by the Company hereunder may be rented by the Customer at the Company's standard rental charge.

The credit will be deducted from the monthly bill as computed in accordance with the provisions of the Monthly Rate section of the applicable Rate Schedule before application of any discounts or adjustments. No monthly bill will be rendered for an amount less than the minimum monthly bill called for by the Agreement for Service.

SPECIAL CONDITIONS:

The Company may change its primary voltage at any time after reasonable advance notice to any Customer receiving credit hereunder and affected by such change, and the Customer then has the option of changing its system so as to receive service at the new line voltage or of accepting service (without the benefit of this rider) through transformers supplied by the Company.

RULES AND REGULATIONS:

Service under this schedule 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 provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

**FLORIDA POWER & LIGHT COMPANY**

**Fifty-Seventh Revised Sheet No. 8.830  
Cancels Fifty-Sixth Revised Sheet No. 8.830**

SEASONAL DEMAND – TIME OF USE RIDER – SDTR  
(OPTIONAL)

RIDER: SDTR

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW. This is an optional rate available to customers otherwise served under the GSD-1 GSDT-1, GSLD-1, GSLDT-1, GSLD-2 or GSLDT-2 Rate Schedules.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

OPTION A: Non-Seasonal Standard Rate

Annual Maximum Demand	<u>SDTR-1</u> 21-499 kW	<u>SDTR-2</u> 500-1,999 kW	<u>SDTR-3</u> 2,000 kW or greater
Customer Charge:	\$24.00	\$55.00	\$195.00
Demand Charges:			
Seasonal On-peak Demand Charge Per kW of Seasonal On-peak Demand	\$8.20	\$8.90	\$9.20
Non-Seasonal Demand Charge Per kW of Non- Seasonal Maximum Demand	\$6.70	\$7.70	\$8.10
Capacity Payment Charge:	See Sheet No. 8.030		
Conservation Charge:	See Sheet No. 8.030		
Energy Charges:			
Base Seasonal On-Peak Per kWh of Seasonal On-Peak Energy	6.254¢	4.267¢	3.632¢
Base Seasonal Off-Peak Per kWh of Seasonal Off-Peak Energy	1.000¢	0.704¢	0.633¢
Base Non-Seasonal Energy Charge Per kWh of Non-Seasonal Energy	1.500¢	1.056¢	0.950¢
Environmental Charge:	See Sheet No. 8.030		
Additional Charges:			
Fuel Charge:	See Sheet No. 8.030		
Storm Charge:	See Sheet No. 8.040		
Franchise Fee:	See Sheet No. 8.031		
Tax Clause:	See Sheet No. 8.031		

FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 8.830)

OPTION B: Non-Seasonal Time of Use Rate

	<u>SDTR-1</u> <u>21-499 kW</u>	<u>SDTR-2</u> <u>500-1,999 kW</u>	<u>SDTR-3</u> <u>2,000 kW or greater</u>
Annual Maximum Demand			
Customer Charge:	\$24.00	\$55.00	\$195.00
Demand Charges:			
Seasonal On-peak Demand Charge Per kW of Seasonal On-peak Demand	\$8.20	\$8.90	\$9.20
Non-Seasonal Demand Charge Per kW of Non- Seasonal Peak Demand	\$6.70	\$7.70	\$8.10
Capacity Payment Charge	See Sheet No. 8.030		
Conservation Charge	See Sheet No. 8.030		
Energy Charges:			
Base Seasonal On-Peak Per kWh of Seasonal On-Peak Energy	6.254¢	4.267¢	3.632¢
Base Seasonal Off-Peak Per kWh of Seasonal Off-Peak Energy	1.000¢	0.704¢	0.633¢
Base Non-Seasonal On-Peak Per kWh of Non-Seasonal On-Peak Energy	3.232¢	2.194¢	2.010¢
Base Non-Seasonal Off-Peak Per kWh of Non-Seasonal Off-Peak Energy	1.000¢	0.704¢	0.633¢
Environmental Charge	See Sheet No. 8.030		
Additional Charges:			
Fuel Charge	See Sheet No. 8.030		
Storm Charge	See Sheet No. 8.040		
Franchise Fee	See Sheet No. 8.031		
Tax Clause	See Sheet No. 8.031		

Minimum Charge: The Customer Charge plus the currently effective Demand Charges.

NON-SEASONAL RATING PERIODS (OPTION B only):

Non-Seasonal On-Peak Period:

November 1 through March 31: Mondays through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Year's Day.

April 1 through May 31 and October 1 through October 31: Mondays through Fridays during the hours from 12 noon to 9 p.m. excluding Memorial Day.

Non-Seasonal Off-Peak Period:

All other hours.

(Continued On Sheet No. 8.832)

**FLORIDA POWER & LIGHT COMPANY**

(Continued from Sheet No. 9.950)

**1.04** "Incremental Base Revenue" is actual Base Revenue received during the Performance Guaranty Period for electric service rendered to the Premises in excess of Baseline Base Revenue.

**1.05** "Incremental Capacity," as determined by Company, is the positive difference, if any, between Baseline Capacity and the amount of capacity (measured in kW) necessary to meet Applicant's projections of electric load at the Premises.

**1.06** "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the third anniversary of the In-Service Date ("Expiration Date").

**ARTICLE II - PERFORMANCE GUARANTY AMOUNT**

**2.01** For purposes of this Agreement, the derivation of Incremental Capacity is shown in the following table.

Incremental Capacity (1)	Existing Structure (2)	New Structure (3)	Total Structure (2)+(3)
a. Square Footage			
b. Requested watts/sq ft			
c. Baseline Capacity watts/sq ft			
d. Requested Capacity (in kW) (a * b / 1000)			
e. Baseline Capacity (in kW) (a * c / 1000)			
f. Incremental Capacity (in kW) (d - e)			

**2.02** The amount of the Performance Guaranty is the cost, as determined by Company, of the Incremental Capacity multiplied by a factor of 1.51. The cost of the Incremental Capacity is the positive difference, if any, between Company's estimated cost of providing the requested level of capacity and Baseline Capacity. Applicant agrees to provide Company a Performance Guaranty in the amount specified in the table below prior to Company installing the facilities necessary to provide the Incremental Capacity to serve the Premises.

Performance Guaranty (1)	Existing Structure (2)	New Structure (3)	Total Structure (2 + 3)
a. Cost of requested capacity			
b. Cost of Baseline Capacity	-0-		
c. Incremental cost (a - b)			
d. Present value factor	1.52	1.52	1.52
e. Performance Guaranty (c * d)			

(Continued on Sheet No. 9.952)

**FLORIDA POWER & LIGHT COMPANY**

**Appendix A**

**Distribution Substation Facilities  
Monthly Rental and Termination Factors**

The Monthly Rental Factor to be applied to the in-place value of the Distribution Substation Facilities as identified in the Long-Term Rental Agreement is as follows:

**Monthly Rental Factor**

Distribution Substation Facilities 1.67%

**Termination Fee for Initial 20 Year Period**

If the Long-Term Rental Agreement for Distribution Substation Facilities is terminated by Customer during the Initial Term, Customer shall pay to Company a Termination Fee, such fee shall be computed by applying the following Termination Factors to the in-place value of the Facilities based on the year in which the Agreement is terminated:

<u>Year Agreement Is Terminated</u>	<u>Termination Factors %</u>	<u>Year Agreement Is Terminated</u>	<u>Termination Factors %</u>	<u>Year Agreement Is Terminated</u>	<u>Termination Factors %</u>
1	3.36	8	11.16	15	6.01
2	6.03	9	10.88	16	4.87
3	8.03	10	10.40	17	3.70
4	9.47	11	9.76	18	2.48
5	10.42	12	8.97	19	1.25
6	10.98	13	8.07	20	0
7	11.21	14	7.08		

**Termination Fee for Subsequent Extension Periods**

If the Long-Term Rental Agreement for Distribution Substation Facilities is terminated by Customer during an Extension, Customer shall pay to Company a Termination Fee, such fee shall be computed based on the net present value of the remaining payments under the extension period by applying the Termination Factor based on the month terminated to the monthly rental payment amount.

<u>Month Terminated</u>	<u>Termination Factor</u>	<u>Month Terminated</u>	<u>Termination Factor</u>	<u>Month Terminated</u>	<u>Termination Factor</u>	<u>Month Terminated</u>	<u>Termination Factor</u>
1	49.896	16	39.173	31	27.359	46	14.342
2	49.213	17	38.421	32	26.530	47	13.429
3	48.526	18	37.663	33	25.696	48	12.509
4	47.834	19	36.901	34	24.856	49	11.584
5	47.138	20	36.134	35	24.010	50	10.652
6	46.437	21	35.362	36	23.160	51	9.715
7	45.731	22	34.585	37	22.303	52	8.772
8	45.021	23	33.802	38	21.441	53	7.822
9	44.307	24	33.015	39	20.574	54	6.866
10	43.588	25	32.223	40	19.701	55	5.904
11	42.864	26	31.425	41	18.822	56	4.936
12	42.135	27	30.622	42	17.938	57	3.962
13	41.402	28	29.814	43	17.047	58	2.981
14	40.664	29	29.001	44	16.151	59	1.994
15	39.921	30	28.183	45	15.250	60	1.000