

State of Florida



## Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-0850

**-M-E-M-O-R-A-N-D-U-M-**

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**DATE:** February 23, 2017

**TO:** Office of Commission Clerk (Stauffer)

**FROM:** Division of Economics (Guffey) *SKG*  
Office of the General Counsel (Taylor) *WVJ EC*

**RE:** Docket No. 160245-EI – Petition for approval of a new optional pilot LED streetlight tariff, by Florida Power & Light Company.

**AGENDA:** 03/07/17 – Regular Agenda – Tariff Filing – Interested Persons May Participate

**COMMISSIONERS ASSIGNED:** All Commissioners

**PREHEARING OFFICER:** Administrative

**CRITICAL DATES:** 8-month effective date: 8/16/17

**SPECIAL INSTRUCTIONS:** None

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### Case Background

On December 16, 2016, Florida Power & Light Company (FPL) filed a petition for approval of a new optional pilot Light Emitting Diode (LED) streetlight tariff (LT-1) and accompanying LED Lighting Agreement (LED Agreement). The term of this pilot program is three years (2017-2019). This petition is consistent with FPL's 2016 rate case settlement, which permits the filing of optional tariffs.<sup>1</sup>

Currently, FPL offers LED lighting under its Premium Lighting (PL-1) tariff. FPL proposed the LT-1 tariff in response to customers requesting more LED fixture options and flexible payment methods. The proposed LT-1 tariff sheets (Sheet Nos. 8.735 through 8.738) and LED Agreement (Sheet Nos. 9.140-9.144) are attached to this recommendation as Attachment A.

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<sup>1</sup> Order No. PSC-16-0560-AS-EI, issued December 15, 2016, in Docket No. 160021-EI, *In re: Petition for rate increase by Florida Power & Light Company*.

Docket No. 160245-EI  
Date: February 23, 2017

On January 12, 2017, FPL responded to staff's first data request and at the February 7, 2017 Agenda Conference the Commission suspended FPL's proposed tariffs. The Commission has jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes (F.S.).

## Discussion of Issues

**Issue 1:** Should the Commission approve FPL's proposed optional LT-1 tariff and the accompanying LED Agreement?

**Recommendation:** Yes. The Commission should approve FPL's proposed LT-1 tariff and the accompanying LED Agreement effective March 7, 2017. By end of December 2019, FPL should file a petition with the Commission to make permanent, modify, or terminate the optional LT-1 tariff and accompanying LED Agreement. (Guffey)

### Staff Analysis:

#### LED Background Information

In 2009, FPL implemented an LED lighting pilot project in the parking lot of its Juno Beach offices. The project included the installation of eight LED fixtures. The objectives of the pilot were to evaluate the performance of the LED fixtures in the South Florida environment, monitor their energy consumption, and assess the LED lighting. FPL filed a report with the Commission on the results of the Juno Beach pilot on April 1, 2010.<sup>2</sup> FPL also explained that FPL stays in contact with LED manufacturers, such as GE, American Electric Lighting, and Cree, to continuously gather information regarding LED technology.

Customers have the option of installing customer-owned LED fixtures, utilizing FPL's energy-only rate offering under the Street Lighting (SL-1) tariff. In 2013, FPL began offering FPL-owned LED lighting under its Premium Lighting (PL-1) tariff. The PL-1 tariff was first approved in 1998 and is available to any customer wishing to have lighting installations in streets, parking lots, or homeowners association common areas.<sup>3</sup> Customers are required to sign an agreement for a minimum of 20 years and customers are required to pay a lump sum in advance for the construction of LED lighting facilities. FPL stated that currently 653,165 High Pressure Sodium Vapor (HPSV) street light fixtures are in service. Due to the upfront payment requirement and conversion costs from HPSV to LED lighting, FPL explained that only 1,691 LED fixtures have been installed as of June 2016.

Due to the limited interest in LED lighting under the PL-1 tariff and in response to customer feedback, FPL proposed the new LT-1 tariff to offer customers additional lighting options. FPL stated that customers would like to have an alternative of converting from HPSV to LED lighting and pay for those costs through a monthly charge instead of paying an upfront cost. Customers have also requested an easier way to calculate their lighting costs and savings. Finally, customers are requesting wider LED lighting options. FPL is not proposing any changes to the PL-1 tariff. Customers interested in LED lighting include municipalities and builders of subdivisions.

#### Proposed LT-1 Tariff

As with the currently available PL-1 tariff, FPL's proposed LT-1 tariff is available for lighting private or public streets, roadways, parking lots, home owners' association's common areas, and

<sup>2</sup> The LED Lighting report was filed in Docket No. 080677-EI, Document No. 02371.

<sup>3</sup> Order No. PSC-98-0260-FOF-EI, issued on February 9, 1998, in Docket No. 971256-EI, *In re: Petition for approval of premium lighting and recreational lighting service rates schedules and agreements by Florida Power & Light Company*.

parks. FPL is proposing the LT-1 tariff as a three year pilot program (2017-2019). FPL stated that this approach would allow FPL to receive customer feedback, address customer concerns, as well as evaluate the proposed number of LED fixture tiers.

Furthermore, FPL proposed a phased roll-out of the pilot. The tariff will be introduced in FPL's southern service areas of Miami-Dade and Collier Counties and expanding northward to its entire service territory over a 24-month period. FPL stated in its petition that FPL is concerned that offering the LT-1 tariff throughout its service territory from the outset would create a risk of delays in providing popular LED fixtures if demand outstripped the available supply. Popular LED fixtures include the cobrahead roadway fixtures municipalities use for roadway lighting and post-top square lanterns used in subdivisions.

### **Monthly LT-1 Charges**

The proposed LT-1 charges are comprised of three components: a fixture charge, an energy charge, and a maintenance charge, consistent with other lighting tariffs electric utilities offer. In addition, the LT-1 tariff includes an LED conversion charge for customers that choose to convert existing facilities to LED. The charges are discussed below. All other Commission-approved street lighting cost recovery factors such as fuel or storm recovery charges will apply.

#### ***Fixture and Energy Charges***

FPL proposed to show the fixture and energy charges in a matrix on Tariff Sheet No. 8.736, as shown on page 2 of Attachment A to the recommendation. The matrix is intended to accommodate a wide range of fixture costs and energy consumption for different LED fixtures. The available LED fixtures will be shown in an LED lighting catalog on the FPL website as opposed to in the tariff itself. The website address is stated in the tariff. FPL asserted that providing a listing of available fixtures on the FPL website is the fastest and most efficient way to offer customers the latest and best LED fixtures. Each fixture will be assigned the appropriate fixture tier and energy tier when it is added to the catalog.

The tiered matrix is comprised of ten fixture tiers and 20 energy tiers. The ten fixture tiers are shown on the X axis and each tier represents the monthly fixture charge for LED fixtures whose installed costs fall within the range covered by that tier. Each tier increases by \$3; tier 1 represents the lowest monthly cost while tier 10 represents the highest monthly cost. The fixture charge is intended to recover the initial capital investment of the fixture and any subsequent replacements resulting from normal failure as needed. The individual fixture cost is based on the estimated cost to install plus carrying costs (cost of capital, depreciation, property tax). This all-in cost is annualized using the asset life, and then divided by 12 to arrive at the monthly fixture cost. The monthly cost is then assigned to the appropriate fixture tier on the LED matrix. FPL provided the calculation of a monthly fixture cost in response to Staff's Data Request No. 11.

The 20 energy tiers are shown on the Y axis and each tier represents the monthly energy charge for fixtures whose energy usage falls within specified wattage ranges. LED wattages can range from 29 watts to 813 watts. Each energy tier increases by \$0.20 and tier A represents the lowest monthly energy charge, while tier T represents the maximum energy charge. FPL provided the calculation of a monthly energy charge in response to Staff's Data Request No. 12.

### **Maintenance Charge**

In addition to the monthly energy and fixture charges discussed above, customers will pay a monthly maintenance charge. The maintenance charge is designed to recover the costs associated with maintaining the LED street light system and includes costs such as repairing conductors, replacing photocells, or replacing connectors.

Utilities typically develop maintenance charges based on estimated maintenance costs by fixture type. FPL explained that it has not found that it costs more to maintain an expensive decorative LED fixture than a standard less expensive LED fixture. Therefore, FPL proposed a flat fee of \$1.72 per fixture applied to FPL-owned fixtures on FPL-owned poles and \$1.20 for FPL-owned fixtures on customer-owned poles and conductors. The proposed maintenance charges are based on historical FPL system-wide maintenance costs and FPL provided the cost support and calculation in response to Staff's First Data Request No. 13.

### **Conversion Recovery Fee**

Customers requesting to convert from HPSV to LED lights under the LT-1 tariff will pay a monthly conversion recovery fee of \$0.97 per fixture. The conversion fee is designed for FPL to recover the remaining net book value and removal cost of the HPSV fixture over the life of the new LED asset. This would enable customers to pay the conversion cost over a period of time rather than paying the lump sum fee upfront. FPL provided the cost support and calculation of the conversion recovery fee in response to Staff's First Data Request No. 14. FPL further noted that it will monitor the net book value of any remaining HPSV fixtures as it is expected to go down as HPSV fixtures are being replaced, and petition the Commission to modify the conversion recovery fee if reductions are observed.

### **LED Lighting Agreement**

Customers taking service under the LT-1 tariff will be required to sign an LED Agreement. The agreement sets forth the specific terms and conditions related to installation or modification of lighting facilities. The LED Agreement's initial term of service will be ten years from the date of initiation of service (lights are energized and billing begins) with automatic successive five year extensions. The Agreement can be terminated by either party in writing at least 90 days prior to the date of termination. If the customer wishes to terminate the Agreement before the normal expiration of either the initial term or the extension term, the customer will be required to pay the facility charge for all facilities being removed (fixtures, poles and wire), that were covered by the LT-1 Agreement, over the remainder of the unexpired term, as well as the estimated cost of removal for the affected facilities.

### **Conclusion**

After the three year pilot term, FPL's intention is to make the optional LT-1 tariff permanent after review of the tariff's popularity. Based on the staff's review of FPL's petition and responses to staff's data request, staff believes FPL's petition to be reasonable and recommends that the Commission approve FPL's proposed LT-1 tariff and the accompanying LED Agreement effective March 7, 2017.

By end of December, 2019, FPL should file a petition with the Commission to make permanent, modify, or terminate the optional LT-1 tariff and accompanying LED Agreement.

**Issue 2:** Should this docket be closed?

**Recommendation:** If Issue 1 is approved and a protest is filed within 21 days of the issuance of the order, the tariff should remain in effect pending resolution of the protest. If no timely protest is filed, this docket should be closed upon the issuance of a consummating order. (Taylor)

**Staff Analysis:** If Issue 1 is approved and a protest is filed within 21 days of the issuance of the order, the tariff should remain in effect pending resolution of the protest. If no timely protest is filed, this docket should be closed upon the issuance of a consummating order.

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 8.735

LED LIGHTING PILOT

RATE SCHEDULE: LT-1

AVAILABLE:

In specific territories served, upon request of the entity that has jurisdiction over the area being lighted. Contact FPL for available installation territories.

APPLICATION:

For the purpose of lighting streets whether public or private, roadways, and common areas, other than individual residential locations. This includes but is not limited to parking lots, homeowners association common areas, or parks.

TYPE OF INSTALLATION:

FPL-owned fixtures normally will be mounted on poles of FPL's existing distribution system and served from overhead wires. On request of the Customer, FPL will provide special poles or underground wires at the charges specified below. FPL, at its discretion, may offer the customer the option of FPL-owned fixtures attached to poles owned by the customer.

SERVICE:

Service includes energy from dusk each day until dawn the following day and maintenance of FPL-owned Lighting Systems. Maintenance includes replacement or repair of any circuit component to assure the facilities are operational and safe.

LIMITATION OF SERVICE:

Stand-by or resale service is not permitted hereunder. CUSTOMER

CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

- a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Lighting System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by FPL with a credit (not to exceed the total CIAC cost) for the value of this work as determined by FPL;
- b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

These costs shall be paid by the Customer prior to the initiation of any construction work by FPL. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

(Continued on Sheet No. 8.736)

**FLORIDA POWER & LIGHT COMPANY**

**Original Sheet No. 8.736**

(Continued from Sheet No. 8.735)

**REMOVAL OF FACILITIES:**

If FPL owned Lighting facilities are removed either by Customer request or termination or breach of the agreement, the customer will pay the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities. **These charges do not apply to street light conversions from FPL owned facilities covered under SL-1 to FPL owned LED facilities under this tariff.** In all cases, should the Customer request termination of the agreement, such termination will require written notice 90 days prior to the date of termination.

**Conversion of FPL Owned Streetlights (SL-1 facilities) to LED:**

For customers converting Street Lights as per FPL's SL-1 Street Lighting Tariff paying the LED Conversion Recovery charge, there will be no charges for the fixtures being removed. Any other charges for relocation or replacement of FPL owned facilities would still apply.

**CHANGE IN FIXTURE SIZE OR TYPE:**

At the Customer's request, the Company will upgrade to a higher level of illumination when the changes are consistent with good engineering practices. The customer will pay the original installed cost of the removed fixtures, less any salvage value and depreciation, plus removal costs and will receive a credit for 4 years additional revenue generated by the larger fixtures. If changes are required to the distribution system to support the larger lights, standard CIAC charges as described on sheet 8.735 will also apply. The Customer will pay the Company the net costs incurred in making other fixture changes. Customers converting HPSV fixtures to LED and paying the LED Conversion Recovery Charge will not be charged for the fixtures being removed, as noted in the preceding paragraph. 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 full cost of removal and reinstallation.

**MONTHLY RATES for LED Fixtures\*:**

Energy Tier	Charge	Fixture Tier									
		1	2	3	4	5	6	7	8	9	10
A	\$ -	1.50	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50
B	\$ 0.20	1.70	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70
C	\$ 0.40	1.90	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90
D	\$ 0.60	2.10	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10
E	\$ 0.80	2.30	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30
F	\$ 1.00	2.50	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50
G	\$ 1.20	2.70	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70
H	\$ 1.40	2.90	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90
I	\$ 1.60	3.10	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10
J	\$ 1.80	3.30	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30
K	\$ 2.00	3.50	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50
L	\$ 2.20	3.70	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70
M	\$ 2.40	3.90	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90
N	\$ 2.60	4.10	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10
O	\$ 2.80	4.30	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30
P	\$ 3.00	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50
Q	\$ 3.20	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70
R	\$ 3.40	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90
S	\$ 3.60	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10
T	\$ 3.80	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30

\* Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.FPL.com/LED](http://www.FPL.com/LED)

(Continued on Sheet No. 8.737)



FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 8.737

(Continued from Sheet No. 8.736)

Maintenance per Fixture (FPL Owned Fixture and Pole)	\$1.72
Maintenance per Fixture for FPL Fixtures on Customer Pole	\$1.20
LED Conversion Recovery	\$0.97

Notes:

The non-fuel energy charge is 2.850¢ per kWh.  
Bills rendered based on "Total" charge. Unbundling of charges is not permitted.

Charges for other FPL-owned facilities:

Wood pole used only for the street lighting system	\$4.92
Standard Concrete pole used only for the street lighting system	\$6.74
Round Fiberglass pole used only for the street lighting system	\$7.98
Decorative Tall Fiberglass pole used only for the street lighting system	\$16.81
Decorative Concrete pole used only for the street lighting system	\$13.65
Underground conductors	3.810 ¢ per foot

BILLING

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:

- If a commercially available and FPL approved device exists, install a protective shield. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed before the second occurrence, the Customer shall only pay the cost of the shield; or
- Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the estimated costs of the replacement fixture; or
- Terminate service to the fixture. In this case, the lighting facilities will be removed from the field and from billing; the customer will pay the lighting facilities charges for the remaining period of the currently active term of service plus the cost to remove the facilities.

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

(Continued on Sheet No. 8.738)

**FLORIDA POWER & LIGHT COMPANY**

**Original No. 8.738**

(Continued from Sheet No. 8.737)

**OTHER CHARGES**

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. Term of service begins upon execution of the LED Lighting Agreement.

**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 9.140**

FPL Account Number: \_\_\_\_\_

FPL Work Request Number: \_\_\_\_\_

**LED LIGHTING AGREEMENT**

In accordance with the following terms and conditions, \_\_\_\_\_ (hereinafter called the Customer), requests on this \_\_\_ day of \_\_\_\_\_, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) \_\_\_\_\_, located in \_\_\_\_\_, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Poles</u>				
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)
Wood				
Standard Concrete				
Standard Fiberglass				
Decorative Concrete				
Decorative Fiberglass				

<u>Underground Conductor</u>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
Under Pavement		N/A <sup>(1)</sup>		
Not Under Pavement				

(1) All new conductor installed is in conduit and billed as Not Under Pavement

(Continued on Sheet No. 9.141)



**FLORIDA POWER & LIGHT COMPANY**

**Original Sheet 9.142**

(b) Modification to existing facilities other than described above (explain fully):

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

**FPL AGREES:**

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

**THE CUSTOMER AGREES:**

2. To pay a contribution in the amount of \$\_\_\_\_\_ prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

**IT IS MUTUALLY AGREED THAT:**

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.

(Continue on Sheet No. 9.143)

**FLORIDA POWER & LIGHT COMPANY**

**Original Sheet 9.143**

10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

**FLORIDA POWER & LIGHT COMPANY**

**Original Sheet 9.144**

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

\_\_\_\_\_  
Customer (Print or type name of Organization)

**FLORIDA POWER & LIGHT COMPANY**

By: \_\_\_\_\_  
Signature (Authorized Representative)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_