



Florida Power

A Progress Energy Company

ORIGINAL

JAMES A. MCGEE
ASSOCIATE GENERAL COUNSEL

March 27, 2002

Ms. Blanca S. Bayó, Director
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED FPSC
02 MAR 27 AM 9:43
COMMISSION
CLERK

Re: Docket No. 000824-EI

Dear Ms. Bayó:

Enclosed for filing are an original and fifteen copies of the Joint Motion for Approval of Stipulation and Settlement on behalf of the parties to the subject docket. Because of shortness of time in routing the Joint Motion and the attached Stipulation and Settlement for signature, these documents have not yet been executed by several of the parties at the time of this filing. However, the undersigned has been authorized by counsel for these parties to make this filing on their behalf and to represent that this authorization will be confirmed in writing through a timely supplemental filing.

Please acknowledge your receipt of the above filing on the enclosed copy of this letter and return to the undersigned. Also enclosed is a 3.5 inch diskette containing the above-referenced documents in WordPerfect format. Thank you for your assistance in this matter.

Very truly yours,

James A. McGee

JAM/scc
Enclosure

cc: Parties of record

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R. J. A. 3/1/02

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Review of Florida Power Corporation's earnings, including effects of proposed acquisition of Florida Power Corporation by Carolina Power & Light.

Docket No. 000824-EI

Submitted for filing:
March 27, 2002

JOINT MOTION FOR APPROVAL OF STIPULATION AND SETTLEMENT AND FURTHER POSTPONEMENT OF HEARINGS

Florida Power Corporation, the Office of Public Counsel, the Florida Industrial Power Users Group, the Florida Retail Federation, Publix Super Markets, Inc. and Buddy Hansen and Sugarmill Woods Civic Association (collectively, the Joint Movants) hereby jointly move the Commission to approve the Stipulation and Settlement, dated March 27, 2002 and attached hereto, which the Joint Movants have entered into for the resolution of all issues in this proceeding, and to grant a further postponement of the currently scheduled hearing until the Commission has had the opportunity to consider the Stipulation and Settlement. In support of this motion, the Joint Movants represent as follows:

1. The Joint Movants have been engaged in negotiations for the purpose of reaching a comprehensive stipulation in settlement of all issues in this proceeding and thereby avoiding the need for expensive, time consuming litigation of these issues in hearings before the Commission. On March 19, 2002, the Joint Movants reached an agreement in principle on such a settlement and requested a postponement of the hearings scheduled in this proceeding. The Commission

agreed to a postponement of the hearings until March 27, 2002 to provide an opportunity for the parties to finalize and submit for Commission approval a definitive settlement agreement. On March 27, 2002, the parties executed the Stipulation and Settlement attached to this joint motion for its approval by the Commission.

2. The Stipulation and Settlement is for a term through December 31, 2005 and, effective May 1, 2002, provides for a permanent reduction in customer base rates of \$125 million annually, or 9.25% compared to current base rates, a one-time refund to customers of \$35 million in interim revenues, and a reduction in the customers' fuel charges of \$50 million through a mid-course correction for the remainder of 2002. Other key provisions of the Stipulation and Settlement include a base rate freeze through December 31, 2005; a revenue sharing mechanism that refunds to customers 2/3 of the revenues collected by Florida Power within a sharing range and all revenues above the range; and a distribution reliability improvement plan to reduce system-wide minutes of customer interruptions (SAIDI) by 20%, which also provides for \$3 million refunds to customers served by Florida Power's worst performing distribution feeder lines if this reliability improvement is not achieved.

3. The Joint Movants represent that this Stipulation and Settlement fairly and reasonably balances the various positions of the parties on issues in this proceeding and serves the best interests of the customers they represent and the public interest in general. The Stipulation and Settlement is fully consistent with

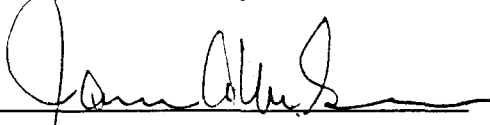
and supportive of this Commission's long standing policy of encouraging the settlement of contested proceedings in a manner that benefits the ratepayers of utilities subject to the Commission's regulatory jurisdiction and avoids the need for costly, time consuming and inefficient litigation of matters before the Commission. For these reasons, the Joint Movants request that the Commission approve this Stipulation and Settlement.

4. The Joint Movants also request a further postponement of the hearings scheduled in this proceeding until the Commission has had the opportunity to review the *Stipulation and Settlement* and to act upon this joint motion for its approval. The Joint Movants ask that the Commission undertake this action at the earliest practicable date in order for the *Stipulation and Settlement* to be implemented, and its benefits received by customers, in a timely manner.

WHEREFORE, the Joint Movants respectfully request that the Commission approved the *Stipulation and Settlement* attached hereto at the earliest practicable date, and ask that the hearings in this proceeding be further postponed until this request for approval can be acted upon by the Commission.

Respectfully submitted,

Florida Power Corporation

By 

James A. McGee, Esquire
Post Office Box 14042
St. Petersburg, Florida 33733

Office of Public Counsel

By 

Jack Shreve, Esquire
111 W. Madison St., Room 812
Tallahassee, Florida 32399

Florida Industrial Power Users Group

By _____

John W. McWhirter, Jr., Esquire
McWhirter, Reeves, McGlothlin,
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Tampa, Florida 33601

Florida Retail Federation

By _____

Ronald C. LaFace, Esquire
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Post Office Drawer 1838
Tallahassee, Florida 32302

Publix Super Markets, Inc.

By _____

Thomas A. Cloud, Esquire
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301 East Pine Street, Suite 1400
Orlando, Florida 32802

**Buddy Hansen and Sugarmill
Woods Civic Association**

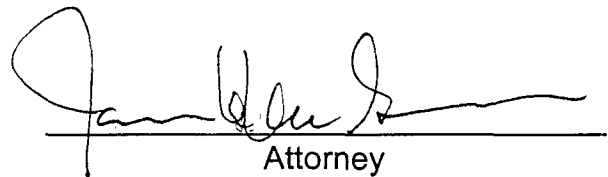
By _____

Michael B. Twomey, Esquire
Post Office Box 5256
Tallahassee, Florida 32314

DOCKET No. 000824-EI

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing motion has been furnished to Mary Anne Helton, Esquire, Office of General Counsel, Economic Regulation Section, Florida Public Service Commission, 2540 Shumard Oak Blvd., Tallahassee, Florida 32399-0850, by hand delivery this 27th day of March, 2002.



Attorney

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Review of Florida Power Corporation's earnings, including effects of proposed acquisition of Florida Power Corporation by Carolina Power & Light.

Docket No. 000824-EI

STIPULATION AND SETTLEMENT

Florida Power Corporation, the Office of Public Counsel, the Florida Industrial Power Users Group, the Florida Retail Federation, Publix Super Markets, Inc., and Buddy Hansen and Sugarmill Woods Civic Association (collectively, the Stipulating Parties), hereby enter into this Stipulation and Settlement for the purpose of reaching an informal resolution of all outstanding issues in Docket No. 000824-EI pending before the Florida Public Service Commission (the Commission) and, accordingly, stipulate and agree as follows:

1. Upon approval and final order of the Commission, this Stipulation and Settlement will become effective on May 1, 2002 (the "Implementation Date"), and continue through December 31, 2005, except as otherwise provided in Sections 6, 7 and 15 hereof.

2. Florida Power Corporation (FPC) will reduce its revenues from the Sale of Electricity by a permanent annual amount of \$125 million. This reduction will be reflected on FPC's customer bills by reducing all base rate charges for each rate schedule by 9.25%. All other cost of service and rate design matters will be determined in accordance with Section 16. FPC will begin applying the lower base rate charges required by this Stipulation and Settlement to meter readings made on and after the Implementation Date.

3. Effective on the Implementation Date, FPC will no longer have an authorized Return on Equity (ROE) range for the purpose of addressing earnings levels, and the revenue sharing mechanism herein described will be the appropriate and exclusive mechanism to address earnings levels.

4. No Stipulating Party will request, support, or seek to impose a change in the application of any provision hereof. The Stipulating Parties other than FPC will neither seek nor support any additional reduction in FPC's base rates and charges, including interim rate decreases, that would take effect prior to December 31, 2005 unless such reduction is initiated by FPC. FPC will not petition for an increase in its base rates and charges, including interim rate increases, that would take effect prior to December 31, 2005, except as provided in Section 7.

5. During the term of this Stipulation and Settlement, revenues which are above the levels stated herein will be shared between FPC and its retail electric utility customers -- it being expressly understood and agreed that the mechanism for revenue sharing herein established is not intended to be a vehicle for "rate case" type inquiry concerning expenses, investment, and financial results of operations.

6. Commencing on the Implementation Date and for the remainder of 2002 and for calendar years 2003, 2004 and 2005, and for each calendar year thereafter until terminated by the Commission, FPC will be under a Revenue Sharing Incentive Plan as set forth below. For purposes of this Revenue Sharing Incentive Plan, the following retail base rate revenue threshold amounts are established:

I. Revenue Cap - All retail base rate revenues above the retail base rate revenue cap will be refunded to retail customers on an annual basis. The

retail base rate revenue cap for 2002 will be \$1,356 million. For 2002 only, the refund to customers will be limited to 67.1% (May 1 through December 31) of the retail base rate revenues exceeding the cap. The retail base rate revenue caps for calendar year 2003 and for each calendar year thereafter in which this Plan is in effect will be increased by \$37 million over the prior year's revenue cap. Section 8 explains how refunds will be paid to customers.

II. Sharing Threshold - Retail base rate revenues between the sharing threshold amount and the retail base rate revenue cap will be divided into two shares on a 1/3, 2/3 basis. FPC's shareholders shall receive the 1/3 share. The 2/3 share will be refunded to retail customers. The sharing threshold for 2002 will be \$1,296 million in retail base rate revenues. For 2002 only, the refund to the customers will be limited to 67.1% (May 1 through December 31) of the 2/3 customer share. The retail base rate revenue sharing threshold amounts for calendar year 2003 and for each calendar year thereafter in which this Plan is in effect will be increased by \$37 million over the prior year's revenue sharing threshold. Section 8 explains how refunds will be paid to customers.

7. If FPC's retail base rate earnings fall below a 10% ROE as reported on an FPSC adjusted or pro-forma basis on an FPC monthly earnings surveillance report during the term of this Stipulation and Settlement, FPC may petition the Commission to amend its base rates notwithstanding the provisions of Section 4. The other Stipulating Parties are not precluded from participating in such a

proceeding. This Stipulation and Settlement shall terminate upon the effective date of any Final Order issued in such proceeding that changes FPC's base rates.

8. All revenue sharing refunds will be paid with interest at the 30-day commercial paper rate as specified in Rule 25-6.109, Florida Administrative Code, to retail customers of record during the last three months of each applicable refund period based on their proportionate share of base rate revenues for the refund period. For purposes of calculating interest only, it will be assumed that revenues to be refunded were collected evenly throughout the preceding refund period at the rate of one-twelfth per month. All refunds with interest will be in the form of a credit on the customers' bills beginning with the first day of the first billing cycle of the third month after the end of the applicable refund period. Refunds to former customers will be completed as expeditiously as reasonably possible.

9. Beginning with the in-service date of Hines Unit 2 through December 31, 2005, FPC will be allowed to recover through the fuel cost recovery clause a return on average investment and straight-line depreciation expense (but no other non-fuel expense) for Hines Unit 2, to the extent such costs do not exceed the unit's cumulative fuel savings over the recovery period. All costs associated with Hines Unit 2, including those described in this section, are subject to Commission review for prudence and reasonableness as a condition for recovery through the fuel cost recovery clause. The investment for Hines Unit 2 upon which a return is recovered under this section will be excluded from rate base for surveillance reporting purposes during the recovery period.

10. Beginning with the Implementation Date through December 31, 2005, FPC will suspend accruals to its reserves for nuclear decommissioning and fossil

dismantlement. For each calendar year during this period, FPC will also record \$62.5 million as a credit to depreciation expense and a debit to the bottom line depreciation reserve and may, at its option, record up to an equal annual amount as an offsetting accelerated depreciation expense and a credit to the bottom line depreciation reserve. Any such reserve amount will be applied first to reduce any reserve excesses by account, as determined in FPC's depreciation studies filed after the term of this Stipulation and Settlement, and thereafter will result in reserve deficiencies. Any such reserve deficiencies will be allocated to individual reserve balances based on the ratio of the net book value of each plant account to total net book value of all plant. The amounts allocated to the reserves will be included in the remaining life depreciation rate and recovered over the remaining lives of the various assets. Additionally, depreciation rates as addressed in Order No. PSC-98-1723-FOF-EI, Docket No. 971570-EI, will not be changed for the term of this Stipulation and Settlement.

11. FPC will be authorized, at its discretion, to accelerate the amortization of the regulatory assets for FAS 109 Deferred Tax Benefits Previously Flowed Through, Unamortized Loss on Reacquired Debt, and Interest on Income Tax Deficiency over the term of this Stipulation and Settlement.

12. Beginning with meter readings made on and after the Implementation Date, FPC shall effect a mid-course correction of its fuel cost recovery clause to reduce the fuel clause factor based on projected over-recoveries, in the amount of \$50 million, for the remainder of calendar year 2002. The fuel cost recovery clause shall continue to operate as normal, including but not limited to, any additional mid-course adjustments that may become necessary and the calculation of true-ups to

actual fuel clause expenses. FPC will not use the various cost recovery clauses to recover new capital items which traditionally and historically would be recoverable through base rates, except as provided in Section 9.

13. FPC will continue the implementation of its four-year Commitment to Excellence Reliability Plan, including its objective of a 20% improvement in FPC's System Average Interruption Duration Index (SAIDI), measured on a calendar-year basis, by no later than 2004. FPC will provide a \$3 million refund to customers in the event this SAIDI improvement is not achieved for calendar years 2004 and 2005. Any such refunds will be paid in equal amounts to the 10% of FPC's total retail customers served by FPC's worst performing distribution feeder lines based on each feeder line's SAIDI performance. SAIDI levels will be calculated consistent with the Commission's reliability reporting procedures, but SAIDI performance levels during 2004 and 2005 will be adjusted for extraordinary weather conditions that may occur during those years. Any disputes concerning the existence or extent of extraordinary weather conditions will be resolved by the Commission.

14. Effective on the Implementation Date, FPC will refund to customers \$35 million of the interim revenues collected subject to refund since March 13, 2001, through a credit to the fuel cost recovery clause in conjunction with the mid-course correction provided in Section 12. No other interim revenues collected by FPC during this period will continue to be held subject to refund.

15. The billing demand credits for Interruptible and Curtailable customers currently receiving service under FPC's IS-1, IST-1, CS-1 and CST-1 rate schedules shall remain in effect for the term of this Stipulation and Settlement, and thereafter until these rate schedules are reviewed in a general rate case, provided,

however, that these rate schedules shall continue to be closed to new customers, as defined in the stipulation approved by the Commission in Docket No. 950645-EI.

16. The cost of service and rate design matters identified in Exhibit A to this Stipulation and Settlement will be treated in the manner described therein. The Office of Public Counsel and the Florida Retail Federation have taken no position on the cost of service and rate design issues in this proceeding and, therefore, neither support nor oppose the cost of service and rate design provisions set forth in Exhibit A.

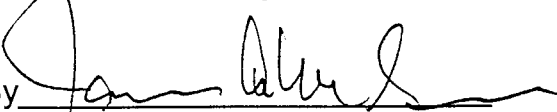
17. The provisions of Sections 1 through 15 of this Stipulation and Settlement are contingent on approval of these sections in their entirety by the Commission. The treatment of the cost of service and rate design matters identified in Exhibit A in accordance with Section 16 of this Stipulation and Settlement is contingent on approval of these matters in their entirety by the Commission. Approval of this Stipulation and Settlement in its entirety will resolve all matters in this Docket pursuant to and in accordance with Section 120.57(4), Florida Statutes (2001). This Docket will be closed effective on the date the Commission Order approving this Stipulation and Settlement is final.

18. This Stipulation and Settlement dated as of March 27, 2002 may be executed in counterpart originals, and a facsimile of an original signature shall be deemed an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

Florida Power Corporation

By 

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Post Office Box 14042
St. Petersburg, Florida 33733

Office of Public Counsel

By 

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Florida Industrial Power Users Group

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**Buddy Hansen and Sugarmill
Woods Civic Association**

By _____

Michael B. Twomey, Esquire
Post Office Box 5256
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EXHIBIT A

Stipulation and Settlement

Cost of Service and Rate Design Matters¹

1. The current flat-rate energy charge for Rate Schedules RS-1, RSS-1, RSL-1, and RSL-2 shall be redesigned using an inverted rate design. Such inverted rate design shall provide: (a) two rate blocks consisting of a unit charge for the first 1000 kWh and a unit charge for all additional kWh, (b) the second rate block shall have a unit charge of one cent per kWh more than the first rate block, (c) the first rate block shall reflect 66.7% and the second block shall reflect 33.3% of the annual energy sales of these rate schedules for the test period, and (d) the total revenues produced shall be the same amount as that which would have been produced by a flat rate energy charge for the test period as applied to the annual energy sales of these rate schedules. Because of implementation time requirements, the inverted residential rate schedules described above will be effective beginning with cycle 1 meter readings for July 2002.
2. The billing demand credits for Rate Schedule CS-2, Curtailable General Service, and Rate Schedule CST-2, Curtailable General Service Optional Time of Use Rate, are \$2.31 per kW of load factor adjusted demand. The billing demand credits for Rate Schedule IS-2, Interruptible General Service, and Rate Schedule IST-2, Interruptible General Service Optional Time of Use Rate, are \$3.08 per kW of load factor adjusted demand.
3. A 500 kW minimum billing demand provision shall be added to Rate Schedules IS-2, IST-2, CS-2, and CST-2. Any existing customer under any of these rate schedules who established a billing demand of less than 500 kW in any of the 12 billing months preceding the implementation of this provision shall be advised by FPC that the minimum demand of 500 kW would not apply in the event the customer gives FPC written notice requesting to transfer to a firm rate schedule.
4. The CIAC payment option for the additional installed cost of a time of use meter shall be \$132 for Rate Schedules RST-1 and GST-1. No CIAC payment is required for any other time of use rate schedule.
5. FPC's revised base rate charges do not reflect any cost recovery for purchased power capacity costs. Therefore, the credit in the present Capacity

¹ The Office of Public Counsel and the Florida Retail Federation neither support nor oppose the cost of service and rate design provisions set forth in this exhibit.

Cost Recovery clause that recognizes a base rate contribution for production capacity costs associated with sales resulting from the acquisition of retail customers in and near the City of Sebring shall terminate effective with the Implementation Date.

6. The 12 Coincident Peak and 1/13 Average Demand (12 CP & 1/13 AD) methodology will continue to be used for the allocation of FPC's production capacity costs to its retail customer classes during the term of this Stipulation and Settlement.
7. The monthly charge for additional equipment that the Company may optionally provide to a customer under its general service rate schedules is not subject to the base rate reduction and shall remain at the rate of 1.67% per month of the installed cost.

8. The service charges for Rate Schedules SC-1 and TS-1 are as follows:

Initial Service	\$61.00
Re-establishment of service	\$28.00
Re-establishment of service for customers with a Leave Service Active agreement	\$10.00
Reconnection after disconnection for non-pay during normal business hours	\$40.00
Reconnection after disconnection for non-pay outside of normal business hours	\$50.00
Temporary service extension	\$104.00

9. The charges for lighting fixtures, maintenance, and poles, as well as the additions, deletions, and restrictions of certain fixture and pole types, shall be those set forth in FPC's proposed Rate Schedule LS-1, Lighting Service (attached).



**RATE SCHEDULE LS-1
LIGHTING SERVICE**

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To any customer for the sole purpose of lighting roadways or other outdoor land use areas; served from either Company or Customer owned fixtures of the type available under this rate schedule.

Character of Service:

Continuous dusk to dawn automatically controlled lighting service (i.e., photoelectric cell); alternating current, 60 cycle, single phase, at the Company's standard voltage available.

Limitation of Service:

Availability of certain fixture or pole types at a location may be restricted due to accessibility.

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge:

Unmetered: \$1.20 per line of billing
Metered: \$3.45 per line of billing

Energy and Demand Charge:

Non-Fuel Energy Charge: 1.746¢ per kWh
plus Energy Conservation Cost Recovery Factor: See Sheet No. 6.105
plus Capacity Cost Recovery Factor: See Sheet No. 6.106

Per Unit Charges:

I. Fixtures:

BILLING TYPE	DESCRIPTION	LAMP SIZE			CHARGES PER UNIT			TOTAL
		LUMENS	WATTS ²	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³	
	Incandescent: ¹							
110	Roadway	1,000	92	32	\$0.94	\$3.29	\$0.56	\$4.79
115	Roadway	2,500	189	66	1.48	3.33	1.15	5.96
170	Post Top	2,500	206	72	18.69	1.21	1.26	21.16
	Mercury Vapor: ¹							
205	Open Bottom	4,000	125	44	2.34	0.93	0.77	4.04
210	Roadway	4,000	125	44	2.70	0.93	0.77	4.40
215	Post Top	4,000	125	44	3.18	0.93	0.77	4.88
220	Roadway	8,000	203	71	3.06	0.92	1.24	5.22
225	Open Bottom	8,000	203	71	2.29	0.93	1.24	4.46
235	Roadway	21,000	450	158	3.70	0.95	2.76	7.41
240	Roadway	62,000	1,102	386	4.85	1.10	6.74	12.69
245	Flood	21,000	450	158	4.85	0.95	2.76	8.56
250	Flood	62,000	1,102	386	5.68	1.10	6.74	13.52

(Continued on Page No. 2)



**RATE SCHEDULE LS-1
LIGHTING SERVICE**
(Continued from Page No. 1)

I. Fixture: (Continued)

BILLING TYPE	DESCRIPTION	LAMP SIZE			CHARGES PER UNIT			TOTAL
		LUMENS	WATTS ²	kWh	FIXTURE	MAINTENANCE	NON-FUEL ENERGY ³	
Sodium Vapor:								
305	Open Bottom1	4,000	60	21	2.33	\$1.28	\$0.037	3.98
310	Roadway1	4,000	60	21	2.86	1.28	0.37	4.51
313	Open Bottom1	6,500	82	29	3.84	1.74	0.51	5.82
314	Hometown II	9,500	121	42	3.73	1.47	0.73	5.93
315	Post Top - Colonial/Contemp1	4,000	60	21	4.35	1.28	0.37	6.00
316	Colonial Post Top1	4,000	97	34	3.71	1.28	0.59	5.58
318	Post Top1	9,500	121	42	2.29	1.28	0.73	4.30
320	Roadway-Overhead Only	9,500	121	42	2.90	1.28	0.73	4.91
321	Deco Post Top - Monticello	9,500	140	49	10.89	1.47	0.86	13.22
322	Deco Post Top - Flagler	9,500	140	49	14.86	1.47	0.86	17.19
323	Roadway-Turtle OH Only	9,500	121	42	3.96	1.47	0.73	6.16
325	Roadway-Overhead Only	16,000	185	65	3.01	1.30	1.13	5.44
326	Deco Post Top - Sanibel	9,500	140	49	15.13	1.47	0.86	17.46
330	Roadway-Overhead Only	22,000	249	87	3.34	1.32	1.52	6.18
335	Roadway	27,500	297	104	3.31	1.32	1.82	6.45
336	Roadway-Bridge1	27,500	297	104	6.18	1.32	1.82	9.32
337	Roadway-DOT1	27,500	297	104	5.38	1.32	1.82	8.52
338	Deco Roadway-Maitland	27,500	297	104	8.70	1.47	1.82	11.99
339	Deco Roadway-Maitland	50,000	482	169	9.36	1.47	2.95	13.78
340	Roadway-Overhead Only	50,000	482	169	4.01	1.33	2.95	8.29
341	HPS Flood-Sebring1	16,000	185	65	3.72	1.32	1.13	6.17
342	Roadway-Turnpike1	50,000	479	168	7.57	1.27	2.93	11.77
343	Roadway-Turnpike1	27,500	309	108	7.42	1.22	1.89	10.53
345	Flood-Overhead Only	27,500	293	103	4.28	1.32	1.80	7.40
346	Deco Post Top-Ocala II	9,500	140	49	8.74	1.47	0.86	11.07
350	Flood-Overhead Only	50,000	485	170	4.47	1.33	2.97	8.77
351	Underground Roadway	9,500	121	42	4.96	1.28	0.73	6.97
352	Underground Roadway	16,000	185	65	6.95	1.30	1.13	9.38
353	Underground Roadway	22,000	249	87	7.44	1.32	1.52	10.28
354	Underground Roadway	27,500	309	108	7.42	1.32	1.89	10.63
356	Underground Roadway	50,000	479	168	7.81	1.33	2.93	12.07
357	Underground Flood	27,500	309	108	8.09	1.32	1.89	11.30
358	Underground Flood	50,000	479	168	8.19	1.33	2.93	12.45
359	Underground Turtle Rwy	9,500	121	42	5.58	1.47	0.73	7.78
360	Deco Roadway Rect1	9,500	134	47	9.98	1.28	0.82	12.08
365	Deco Roadway Rectangular	27,500	309	108	9.98	1.32	1.89	13.19
366	Deco Roadway Rect	50,000	479	168	9.98	1.32	2.93	14.23
370	Deco Roadway Round	27,500	309	108	12.28	1.32	1.89	15.49
375	Deco Roadway Round	50,000	479	168	12.29	1.33	2.93	16.55
380	Deco Post Top - Acorn1	9,500	141	49	7.00	1.28	0.86	9.14
381	Deco Post Top1	9,500	140	49	3.71	1.28	0.86	5.85
383	Deco Post Top-Biscayne	9,500	140	49	12.76	1.28	0.86	14.90
385	Deco Post Top - Salem	9,500	141	49	5.96	1.28	0.86	8.10
393	Deco Post Top1	4,000	60	21	7.00	1.28	0.37	8.65
394	Deco Post Top1	9,500	140	49	16.64	1.40	0.86	18.90
Metal Halide								
327	Deco Post Top-MH Sanibel	12,000	211	74	15.34	1.47	1.29	18.10
371	MH Deco Rectangular	38,000	454	159	12.78	3.08	2.78	18.64
372	MH Deco Circular	38,000	454	159	15.12	3.08	2.78	20.98
373	MH Deco Rectular5	110,000	1080	378	12.73	4.75	6.60	24.08
386	MH Flood 5	110,000	1080	378	11.86	4.75	6.60	23.21
389	MH Flood-Sportsligher5	110,000	1080	378	11.92	4.75	6.60	23.27
390	MH Deco Cube	38,000	454	159	15.04	3.08	2.78	20.90
396	Deco PT MH Sanibel Dual5	24,000	423	148	29.97	6.14	2.58	38.69
397	MH Post Top-Biscayne	12,000	211	74	12.85	3.07	1.29	17.21
398	MH Deco Cube5	110,000	1080	378	18.28	4.75	6.60	29.63
399	MH Flood	38,000	454	159	9.89	3.08	2.78	15.75

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**RATE SCHEDULE LS-1
LIGHTING SERVICE**
(Continued from Page No. 2)

II. Poles:

BILLING TYPE	DESCRIPTION	CHARGES PER UNIT
425	Wood, 14' Laminated 1	1.82
420	Wood, 30/35'	1.66
480	Wood, 40/45'	4.28
415	Concrete, Curved1	4.37
450	Concrete, 1/2 Special	1.60
410	Concrete, 15' 1	2.12
405	Concrete, 30/35'	3.86
406	16' Deco Conc – Single Sanibel	8.93
407	16' Decon Conc – Double Sanibel	9.63
408	26' Aluminum DOT Style Pole	38.10
409	36' Aluminum DOT Style Pole	48.25
411	16' Octagonal Conc1	2.00
412	32' Octagonal Deco Conc	12.44
413	25' Tenon Top Concrete	9.09
466	16' Deco Con Vic II – Dual Mount	13.79
467	16' Deco Conc Washington – Dual	20.73
468	16' Deco Conc Colonial – Dual Mt	10.19
471	22' Deco Conc	11.45
472	22' Deco Conc Single Sanibel	12.24
473	22' Deco Conc Double Sanibel	13.18
474	22' Deco Conc Double Mount	14.31
476	25' Tenon Top Bronze Concrete	13.39
477	30' Tenon Top Bronze Concrete	14.52
478	35' Tenon Top Bronze Concrete	16.06
479	41' Tenon Top Bronze Concrete	19.40
485	Concrete, 40/45'	8.82
435	Aluminum, Type A1	6.04
439	Black Fiberglass 16'	18.13
440	Aluminum, Type B1	6.72
445	Aluminum, Type C1	13.13
455	Steel, Type A1	3.77
460	Steel, Type B1	4.04
465	Steel, Type C1	5.65
430	Fiberglass, 14', Black1	1.92
437	Fiberglass, 16', Black, Fluted, Dual Mount1	20.11
449	Deco Fiberglass, 16', Black, Fluted, Anchor Base1	15.90
436	Deco Fiberglass, 16', Black, Fluted1	17.87
438	Deco Fiberglass, 20', Black1	5.36
434	Deco Fiberglass, 20', Black, Deco Base 1	11.22
446	Deco Fiberglass, 30', Bronze1	10.60
433	Deco Fiberglass, 35', Bronze1	10.84
432	Deco Fiberglass, 35', Bronze, Anchor Base1	25.19
428	Deco Fiberglass, 35', Bronze, Reinforced1	17.51
447	Deco Fiberglass, 35', Silver, Anchor Base1	19.61
431	Deco Fiberglass, 41', Bronze1	14.32
429	Deco Fiberglass, 41', Bronze, Reinforced1	24.08
448	Deco Fiberglass, 41', Silver1	16.50
469	35' Tenon Top Quad Floor Mount	12.23
481	30' Tenon Top Concrete, Single Flood Mount	7.76
482	30' Tenon Top Conc, Double Flood Mount/Inc Bracket	10.77
483	46' Tenon Top Conc, Triple Flood Mount/Includes Bracket	14.96
484	46' Tenon Top Conc Double Flood Mount/Includes Bracket	14.70
486	Tenon Style Concrete 46' Single Flood Mount	11.69
487	35' Tenon Top Conc, Triple Flood Mount/Includes Bracket	\$12.08
488	35' Tenon Top Conc, Double Flood Mount/Includes Bracket	11.81
489	35' Tenon Top Concrete, Single Flood Mount	8.80
490	Special Concrete 13' 1	15.94
491	30' Tenon Top Conc, Triple Flood Mount/Includes Bracket	11.04
492	16' Smooth Decorative Concrete/The Colonial	6.87
493	19' White Aluminum 1	23.71

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**RATE SCHEDULE LS-1
LIGHTING SERVICE**
(Continued from Page No. 3)

494	46' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	12.68
496	30' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	9.81
497	16' Decorative Concrete w/decorative base/The Washington	16.92
498	35' Tenon Top Concrete/Non-Flood Mount/1-4 Fixtures	10.26
499	16' Decorative Concrete-Vic II	9.98

III. Additional Facilities

Electrical Pole Receptacle⁴ **2.32**

Notes:

- (1) Restricted to existing installations.
- (2) Includes ballast losses.
- (3) Shown for information only. Energy charges are billed by applying the foregoing energy and demand charges to the total monthly kWh.
- (4) Available only on certain decorative poles. Electric use allowed only from Oct. through Jan. Energy charged separately.
- (5) Special applications only.

Additional Charges:

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fee:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the sum of the Customer Charge and applicable Fixture and Maintenance Charges.

Terms of Payment:

Bills rendered hereunder are payable within the time limit specified on bill at Company-designated locations.

Term of Service:

Except as provided in Special Provision No. 14, service under this rate schedule shall be for a minimum initial term of six (6) years from the commencement of service and shall continue thereafter until terminated by either party by written notice sixty (60) days prior to termination. Upon early termination of service under this schedule, the Customer shall pay an amount equal to the remaining monthly lease amount for the term of contract, applicable Customer Charges and removable cost of the facilities.

Special Provisions:

1. The Company will require a written contract from the Customer for service under this rate upon the Company's standard form.
2. Where the Company provides a fixture or pole type other than those listed above, the monthly charges, as applicable shall be computed as follows:
 - I. Fixture
 - (a) Fixture Charge: 1.46% of the Company's average installed cost.
 - (b) Maintenance Charge: The Company's estimated cost of maintaining fixture.
 - II. Pole
 - Pole Charge: 1.67% of installed cost
3. The Customer shall be responsible for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.

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**RATE SCHEDULE LS-1
LIGHTING SERVICE**
(Continued from Page No. 4)

4. Maintenance Service for Customer-owned fixtures at charges stated hereunder shall be restricted to fixtures being maintained as of November 1, 1992. For additional requests of the Company to perform maintenance of Customer-owned fixtures, the Company may consider providing such service and bill the Customer in accordance with the Company's policy related to "Work Performed for the Public."
5. kWh consumption for Company-owned fixtures shall be estimated in lieu of installing meters. kWh estimates will be made using the following formula:

$$\text{kWh} = \frac{\text{Unit Wattage (including ballast losses)} \times 350 \text{ hours per month}}{1,000}$$

6. kWh consumption for Customer-owned fixtures shall be metered. Installation of Customer-owned lighting facilities shall be provided for by the Customer. The Company may consider installing customer owned lighting facilities and will bill the Customer in accordance with the Company's policy related to "Work Performed for the Public." Any costs incurred by the Company to provide for consolidation of existing lighting facilities for the purpose of metering shall be at the Customer's expense.
6. No Pole Charge shall be applicable for a fixture installed on a Company-owned pole which is utilized for other general distribution purposes.
7. Replacement of lamps of Company maintained fixtures will be made by the Company within three (3) business days after the Customer notifies the Company that the lamp is burned out.
8. For a fixture type restricted to existing installations and requiring major renovation or replacement, the fixture shall be replaced by an available sodium vapor fixture of the Customer's choosing and the Customer shall commence being billed at its appropriate rate. Where the Customer requests the continued use of the same fixture type for appearance reasons, the Company will attempt to provide such fixture and the Customer shall commence being billed at a rate determined in accordance with Special Provision No. 2 for the cost of the renovated or replaced fixture.
9. The Customer will be responsible for trimming trees and other vegetation that obstruct the light output from fixture(s) or maintenance access to the facilities.
10. After December 31, 1998, all new leased lighting shall be installed on poles owned by the Company.
11. Alterations to leased lighting facilities requested by Customer after date of installation, (i.e. redirect, install shields, etc.), will be billed to the Customer in accordance with the Company's policy related to "Work Performed for the Public".
12. Service for street or area lighting is normally provided from existing distribution facilities. Where suitable distribution facilities do not exist, it will be the Customer's responsibility to pay for necessary additional facilities. Refer to section IV, paragraph 3.01 of the Company's General Rules and Regulations Governing Electric Service to determine the Contribution In Aid of Construction owed by the Customer.
13. The Customer shall have the option to make an up-front lump sum payment in lieu of paying the otherwise applicable monthly charges specified in this rate schedule, for those premium lighting fixtures and poles designated by the Company, subject to the following conditions:
 - A. The Customer must execute the Company's standard form Up-Front Lease Agreement (UFLA) with an initial term of ten (10) years, after the initial term the then effective monthly fixture and pole charges will be applicable.
 - B. The up-front lump sum payment shall be calculated based on the present value of the otherwise applicable monthly fixture and pole charges over the initial ten-year term of the UFLA, discounted at a rate equal to the interest rate paid on ten (10) ten-year Treasury Notes at the end of the month prior to execution of the UFLA, and shall be adjusted for Federal and State tax impacts from the receipt of a lump sum payment instead of monthly payments over a ten-year period.
 - C. The minimum up-front lump sum payment is \$50,000.
 - D. A processing fee of \$700 shall be paid upon execution of the UFLA to defray the costs of contract administration over the term of the UFLA.
 - E. If the Customer requests multiple engineering estimates to determine the up-front lump sum payment that would be required under alternative lighting configurations, the Company may charge a fee to cover its reasonable costs to perform such estimates.