



Florida Power & Light Company, P. O. Box 14000, Juno Beach, FL 33408 0470
Law Department

ORIGINAL

40

September 25, 1997

971256-FL

Ms. Blanca S. Bayó, Director
Division of Records and Reporting
Florida Public Service Commission
4075 Esplanade Way, Room 110
Tallahassee, Florida 32399-0850

**RE: Florida Power & Light Company's Petition
for Approval of Premium Lighting and Recreational
Lighting Service Rate Schedules and Agreements**

Dear Ms. Bayó

Enclosed please find an original and fifteen (15) copies of Florida Power & Light Company's Petition for Approval of Premium Lighting and Recreational Lighting Service Rate Schedules and Agreements. As is required by Rule 25-22.028, F.A.C., you will also find enclosed a diskette containing FPL's Petition in Word Perfect 5.2

If you or your staff have any questions regarding this filing, please contact me

Respectfully submitted


Patrick M Bryan
700 Universe Boulevard
Building D-3
Juno Beach, Florida 33408
(561) 691-7101

Attorney for Florida Power
& Light Company

PMB/ak

Enclosure

173

an FPL Group company

DOCUMENT NUMBER-DATE

09909 SEP 26 97

FFSC-RECORDS/REPORTING

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Petition for Approval of)
Premium Lighting and) Docket No. _____
Recreational Lighting Service)
Rate Schedules and Agreements) Filed : September 25, 1997

**PETITION FOR APPROVAL OF PREMIUM
LIGHTING AND RECREATIONAL LIGHTING
SERVICE RATE SCHEDULES AND AGREEMENTS**

COMES NOW Florida Power & Light Company (hereinafter FPL) and hereby files this its Petition for Approval of Premium Lighting and Recreational Lighting Service Rate Schedules and Agreements and in support thereof states:

1) FPL is a public utility subject to the jurisdiction of the Florida Public Service Commission ("Commission") under Chapter 366, Florida Statutes. FPL's General Offices are located at 9250 West Flagler Street, Miami, Florida 33174.

2) Any pleading, motion, notice, order or other document required to be served upon the petitioner or filed by any other party to this proceeding should be served upon the following individuals:

W. G. Walker, III
Vice President
Regulatory Affairs
Florida Power & Light Company
P.O. Box 029100
Miami, Florida 33102-9100

Patrick M. Bryan
Attorney
Law Department
Florida Power & Light Company
700 Universe Blvd.
Juno Beach, Florida 33408-0420

3) This Petition is filed pursuant to Section 366.06(3) which gives the Commission authority to consent to the operation of new rate schedules.

4) FPL currently offers street and general out-door lighting service through Rate Schedules SL-1 and OL-1.

5) FPL's customers have been increasingly requesting a greater variety of lighting facilities. The requests are most often for beautification of downtown districts, area lighting utilizing decorative fixtures and poles; and sports field lighting.

6) FPL's current lighting schedules do not provide a sufficient variety in either fixtures or pole styles to meet present customer requests.

7) FPL's proposed Premium Lighting rate schedule, in legislative and final format, is attached hereto as Composite Exhibit 1. The proposed service would broaden FPL's lighting offerings consistent with the expressed desires of FPL's customers. The proposed rate contained in Composite Exhibit 1 was designed to take into account cost of service and other recognized ratemaking criteria. FPL's proposed Premium Lighting Agreement, in legislative and final format, is attached as Composite Exhibit 2.

8) FPL's proposed Recreational Lighting rate schedule in final format is attached hereto as Exhibit 3. The proposed service would allow FPL to offer sports field lighting fixtures consistent with the expressed desires of FPL's customers. The proposed rate contained in Exhibit 3 was designed to take into account cost of service and other recognized ratemaking criteria. FPL's

proposed Recreational Lighting Agreement, in legislative and final format, is attached as Composite Exhibit 4

9) FPL's proposed revised Index of Rate Schedules, which reflects the addition of the Premium Lighting and Recreational Lighting rate schedules, is attached hereto in legislative and final format as Composite Exhibit 5.

10) FPL's proposed revised Index of Standard Forms, which reflects the addition of the Premium Lighting and Recreational Lighting Agreements, is attached hereto in legislative and final format as Composite Exhibit 6.

Wherefore, Florida Power & Light Company requests that the Commission consent to the operation of Rate Schedule PL-1 (Premium Lighting), Rate Schedule RL-1 (Recreational Lighting), and approve the proposed Premium Lighting Agreement and Recreational Lighting Agreement

Dated this 25th day of September, 1997.

Respectfully Submitted,



Patrick M. Bryan, Esquire
700 Universe Boulevard, Bldg D-3
Juno Beach, Florida 33408-0420
Florida Bar No. 0457523

Attorney for Florida Power
& Light Company

**COMPOSITE
EXHIBIT 1**

**PREMIUM LIGHTING
RATE SCHEDULE**

(Final Format)

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 has the option to pay for the facilities in a lump sum in advance of construction in lieu of a monthly facilities charge. Should the Customer choose this method of payment, the amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVR) multiplier of 1.1605. The Customer may also elect to pay a monthly rate for these facilities for a period of (10) ten or (20) twenty years. 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)

(Continued from Sheet No. 8.720)

MONTHLY RATE :

Facilities:

Paid in full: Monthly rate is zero.
 10 years payment option: 1.38% of total work order cost.
 20 years payment option: .969% 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	2.480 ¢/kWh
Conservation Charge	See Sheet No. 8.030
Capacity Payment Charge	See Sheet No. 8.030
Environmental Charge	See Sheet No. 8.030
Fuel Charge	See Sheet No. 8.030
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)

(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) Years</u> <u>Payment Option</u>	<u>Termination</u> <u>Factor</u>
1	1.1605	1	1.1605
2	.9949	2	1.0443
3	.9184	3	1.0215
4	.8349	4	.9966
5	.7440	5	.9695
6	.6450	6	.9400
7	.5371	7	.9079
8	.4196	8	.8729
9	.2915	9	.8347
10	.1520	10	.7931
>10	.0000	11	.7478
		12	.6985
		13	.6447
		14	.5862
		15	.5224
		16	.4528
		17	.3771
		18	.2946
		19	.2047
		20	.1067
		>20	.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: P.J. Evanson, President
 Effective:

**COMPOSITE
EXHIBIT 2**

**PREMIUM LIGHTING
AGREEMENT**

(Legislative Format)

FPL Account Number: _____
 FPL Work Order Number: _____

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions:

(hereinafter called the Customer), requests on this _____ day of _____, 19____, 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 premium lighting facilities at (general boundaries):

located in _____ Florida,
 (city/county)

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

Lights Installed			Lights Removed		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Poles Installed		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Total work order cost is \$ _____

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

FPL AGREES:

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

(Continued on Sheet No. 9.121)

(Continued from Sheet No. 9.120)

THE CUSTOMER AGREES:

2. To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
3. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
4. 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 Premium Lighting System.
5. 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 premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:
 - a. the addition of premium lighting facilities;
 - b. the removal of premium lighting facilities; and
 - c. the removal of premium 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 Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this Agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to of a similar kind and quantity
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. 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. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer has elected to pay for these facilities as described in this Agreement by either paying either
 - a. a lump sum of \$ _____ in advance of construction, or
 - b. \$ _____ per month for a period of (10) ten years, or
 - c. \$ _____ per month for a period of (20) twenty years.
12. The monthly Maintenance Charge is \$ _____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$ _____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

(Continued on Sheet No. 9.122)

(Continued from Sheet No. 9.121)

- 14. 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.
- 15. 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.
- 16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company 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 Termination Factors, as stated in rate schedule PL-1, to the total work order 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. At FPL's discretion, the Customer will be responsible for the cost to the utility for removing the facilities.
- 17. 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
- 18. This Agreement supercedes 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.
- 19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 20. 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.

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: _____

**COMPOSITE
EXHIBIT 2**

**PREMIUM LIGHTING
AGREEMENT**

(Final Format)

FPL Account Number: _____
 FPL Work Order Number: _____

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, _____

(hereinafter called the Customer), requests on this _____ day of _____, 19____, 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 premium lighting facilities at (general boundaries): _____

located in _____, Florida.
 _____ (city/county)

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

Fixture Rating (in Lumens)	Lights Installed		Fixture Rating (in Lumens)	Lights Removed	
	Fixture Type	# Installed		Fixture Type	# Removed
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Poles Installed		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Total work order cost is \$ _____

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

FPL AGREES:

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

(Continued on Sheet No. 9.121)

(Continued from Sheet No. 9.120)

THE CUSTOMER AGREES:

2. To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
3. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
4. 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 Premium Lighting System.
5. 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 premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:
 - a. the addition of premium lighting facilities,
 - b. the removal of premium lighting facilities, and
 - c. the removal of premium 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 Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this Agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to of a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. 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. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer has elected to pay for these facilities as described in this Agreement by either paying either
 - a. a lump sum of \$ _____ in advance of construction, or
 - b. \$ _____ per month for a period of (10) ten years, or
 - c. \$ _____ per month for a period of (20) twenty years.
12. The monthly Maintenance Charge is \$ _____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$ _____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

(Continued on Sheet No. 9.122)

(Continued from Sheet No. 9.121)

- 14. 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.
- 15. 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
- 16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company 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 Termination Factors, as stated in rate schedule PL-1, to the total work order 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. At FPL's discretion, the Customer will be responsible for the cost to the utility for removing the facilities.
- 17. 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.
- 18. 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.
- 19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 20. 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.

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: _____

EXHIBIT 3

**RECREATIONAL LIGHTING
RATE SCHEDULE**

(Final Format)

RECREATIONAL LIGHTING**RATE SCHEDULE: RL-1****AVAILABLE:**

In all territory served.

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 has the option to pay for the facilities in a lump sum in advance of construction in lieu of a monthly facilities charge. Should the Customer choose this method of payment, the amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of 1.1605. The Customer may also elect to pay a monthly rate for these facilities for a period of (10) ten or (20) twenty years. 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)

(Continued from Sheet No. 8.743)

MONTHLY RATE:

Facilities:

Paid in full: Monthly rate is zero.
10 years payment option: 1.38 % of total work order cost.
20 years payment option: .9699% 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.

Charge Per Month:

Company's otherwise applicable general service rate schedule.

Conservation Charge:

See Sheet No. 8.030

Capacity Payment Charge:

See Sheet No. 8.030

Environmental Charge:

See Sheet No. 8.030

Fuel Charge:

See Sheet No. 8.030

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: P.J. Evanson, President
Effective:

(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	1.1605	1	1.1605
2	.9949	2	1.0443
3	.9184	3	1.0215
4	.8349	4	.9966
5	.7440	5	.9695
6	.6450	6	.9400
7	.5371	7	.9079
8	.4196	8	.8729
9	.2915	9	.8347
10	.1520	10	.7931
>10	.0000	11	.7478
		12	.6985
		13	.6447
		14	.5862
		15	.5224
		16	.4528
		17	.3771
		18	.2946
		19	.2047
		20	.1067
		>20	.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: P.J. Evanson, President
Effective:

**COMPOSITE
EXHIBIT 4**

**RECREATIONAL LIGHTING
AGREEMENT**

(Legislative Format)

EPL Account Number: _____
EPL Work Order Number: _____

RECREATIONAL LIGHTING AGREEMENT

In accordance with the following terms and conditions:

_____ (hereinafter called the Customer), requests on this _____ day of _____, 19____, 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 recreational lighting facilities at (general boundaries):
located in _____ Florida.
(city/county)

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

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

Total work order cost \$ _____

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

FPL AGREES:

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

(Continued on Sheet No. 9.131)

(Continued from Sheet No. 9.130)

THE CUSTOMER AGREES:

2. To purchase from FPL all of the electric energy used for the operation of the Recreational Lighting System.
3. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Recreational Lighting rate schedule on file at the FPSC or any successive Recreational Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
4. 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 Recreational Lighting System.
5. 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 recreational lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the execution of an additional Recreational Lighting Agreement delineating the modifications to be accomplished. Modification of FPL recreational lighting facilities is defined as the following:
 - a. the addition of recreational lighting facilities;
 - b. the removal of recreational lighting facilities; and
 - c. the removal of recreational 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 Recreational Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.
7. FPL will, at the request of the Customer, relocate the recreational lighting facilities covered by this Agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL recreational lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to of a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. 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. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer has elected to pay for these facilities as described in this Agreement by either paying
 - a. lump sum of \$ _____ in advance of construction, or
 - b. \$ _____ per month for a period of (10) ten years, or
 - c. \$ _____ per month for a period of (20) twenty years.
12. The monthly Maintenance Charge is \$ _____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

(Continued on Sheet No. 9.132)

(Continued from Sheet No. 9.131)

- 13. The monthly Billing Charge is \$ _____ This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
- 14. 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.
- 15. 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
- 16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Recreational Lighting Agreement by giving the Company 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 Termination Factors, as stated in rate schedule RL-1, to the total work order 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. At FPL's discretion, the Customer will be responsible for the cost to the utility for removing the facilities.
- 17. 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.
- 18. 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.
- 19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 20. 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.

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: _____

**COMPOSITE
EXHIBIT 4**

**RECREATIONAL LIGHTING
AGREEMENT**

(Final Format)

FPL Account Number ____
FPL Work Order Number ____

RECREATIONAL LIGHTING AGREEMENT

In accordance with the following terms and conditions _____
_____ (hereinafter
called the Customer), requests on this ____ day of _____, 19____, 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
recreational lighting facilities at (general boundaries):
located in _____, Florida.
_____(city/county)

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

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

Total work order cost \$ _____.

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

(Continued on Sheet No. 9.131)

(Continued from Sheet No. 9.130)

THE CUSTOMER AGREES:

- 2 To purchase from FPL all of the electric energy used for the operation of the Recreational Lighting System
- 3 To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Recreational Lighting rate schedule on file at the FPSC or any successive Recreational Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
- 4 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 Recreational Lighting System.
- 5 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 recreational lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the execution of an additional Recreational Lighting Agreement delineating the modifications to be accomplished. Modification of FPL recreational lighting facilities is defined as the following:
 - a. the addition of recreational lighting facilities;
 - b. the removal of recreational lighting facilities; and
 - c. the removal of recreational 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 Recreational Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the recreational lighting facilities covered by this Agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL recreational lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to of a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. 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. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer has elected to pay for these facilities as described in this Agreement by either paying
 - a. lump sum of \$_____ in advance of construction, or
 - b. \$_____ per month for a period of (10) ten years, or
 - c. \$_____ per month for a period of (20) twenty years.
12. The monthly Maintenance Charge is \$_____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.

(Continued on Sheet No. 9.132)

(Continued from Sheet No. 9.131)

- 13. The monthly Billing Charge is \$ _____. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
- 14. 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.
- 15. 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.
- 16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Recreational Lighting Agreement by giving the Company 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 Termination Factors, as stated in rate schedule RL-1, to the total work order 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. At FPL's discretion, the Customer will be responsible for the cost to the utility for removing the facilities.
- 17. 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.
- 18. 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.
- 19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 20. 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.

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: _____

**COMPOSITE
EXHIBIT 5**

**INDEX OF RATE
SCHEDULES**

(Legislative Format)

INDEX OF RATE SCHEDULES

<u>RATE SCHEDULE</u>	<u>DESCRIPTION</u>	<u>SHEET NO.</u>
BA	Billing Adjustments	8.030
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
RS-1	Residential Service	8.201
RST-1	Residential Service -Time of Use	8.205
RSL	Residential Load Management Program	8.207
CU	Common Use Facilities Rider	8.211
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
CS-2	Curtable Service (2000 kw +)	8.432
CST-2	Curtable Service -Time of Use (2000 kw +)	8.440
GSLD-3	General Service Large Demand (2000 kw +)	8.551
GSLDT-3	General Service Large Demand - Time of Use (2000 kw +)	8.552
CS-3	Curtable Service (2000 kw +)	8.544
CST-3	Curtable Service -Time of Use (2000 kw +)	8.542
OS-2	Sports Field Service	8.602
MET	Metropolitan Transit Service	8.610
RTP-GX	Real Time Pricing-General Service	8.620
CILC-1	Commercial/Industrial Load Control Program (Closed Schedule)	8.650
SL-1	Street Lighting	8.715
<u>PL-1</u>	<u>Premium Lighting</u>	<u>8.720</u>
OL-1	Outdoor Lighting	8.725
SL-2	Traffic Signal Service	8.730
<u>RL-1</u>	<u>Recreational Lighting</u>	<u>8.743</u>
SST-1	Standby and Supplemental Service	8.750
ISST-1	Interruptible Standby and Supplemental Service	8.760
TR	Transformation Rider	8.820

**COMPOSITE
EXHIBIT 5**

**INDEX OF RATE
SCHEDULES**

(Final Format)

INDEX OF RATE SCHEDULES

<u>RATE SCHEDULE</u>	<u>DESCRIPTION</u>	<u>SHEET NO.</u>
BA	Billing Adjustments	8 030
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
RS-1	Residential Service	8 201
RST-1	Residential Service -Time of Use	8 205
RSL	Residential Load Management Program	8 207
CU	Common Use Facilities Rider	8 211
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
CS-2	Curtable Service (2000 kw +)	8 432
CST-2	Curtable Service -Time of Use (2000 kw +)	8 440
GSLD-3	General Service Large Demand (2000 kw +)	8 551
GSLDT-3	General Service Large Demand - Time of Use (2000 kw +)	8 552
CS-3	Curtable Service (2000 kw +)	8 544
CST-3	Curtable Service -Time of Use (2000 kw +)	8 542
OS-2	Sports Field Service	8 602
MET	Metropolitan Transit Service	8 610
RTP-GX	Real Time Pricing-General Service	8 620
CILC-1	Commercial/Industrial Load Control Program (Closed Schedule)	8 650
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	Recreation Lighting	8 743
SST-1	Standby and Supplemental Service	8 750
ISST-1	Interruptible Standby and Supplemental Service	8 760
TR	Transformation Rider	8 820

**COMPOSITE
EXHIBIT 6**

**INDEX OF STANDARD
FORMS**

(Legislative Format)

INDEX OF STANDARD FORMS

	<u>Sheet No</u>
Standard Large Power Agreement	9.020
Street Lighting Agreement	9.100
Street Lighting Fixture Vandalism Option Notification	9.110
<u>Premium Lighting</u>	<u>2.120</u>
<u>Recreational Lighting</u>	<u>2.130</u>
Conservation Lighting Conversion Agreement	9.150
Residential Unconditional Guaranty	9.400
Parent Company Unconditional Guaranty	9.410
Irrevocable Bank Letter of Credit	9.430
Irrevocable Bank Letter of Credit Evidence of Authority	9.435
Surety Bond	9.440
Commercial/Industrial Energy Survey Agreement (less than 21 KW Demand)	9.450
Commercial/Industrial Energy Survey Agreement	9.460
Commercial/Industrial Load Control Customer Request for Approval	9.480
Commercial/Industrial Load Control Program Agreement	9.490
Residential Energy Inspection	9.500
Agreement for Curtailable Service	9.600
Time of Use Application (General Service Rate)	9.620
Real Time Pricing General Service Program Agreement	9.630
Agreement for General Demand Service	9.650
Common Use Facilities Rider	9.660
Underground Distribution Facilities Installation Agreement	9.700
Underground New Facilities Agreement	9.710
Underground Road/Pavement Crossing Agreement	9.715
Underground Facilities Conversion Agreement	9.720

(Continued on Sheet No. 9.011)

**COMPOSITE
EXHIBIT 6**

**INDEX OF STANDARD
FORMS**

(Final Format)

INDEX OF STANDARD FORMS

	<u>Sheet No</u>
Standard Large Power Agreement	9 020
Street Lighting Agreement	9.100
Street Lighting Fixture Vandalism Option Notification	9.110
Premium Lighting	9.120
Recreational Lighting	9.130
Conservation Lighting Conversion Agreement	9.150
Residential Unconditional Guaranty	9.400
Parent Company Unconditional Guaranty	9.410
Irrevocable Bank Letter of Credit	9.430
Irrevocable Bank Letter of Credit Evidence of Authority	9.435
Surety Bond	9.440
Commercial/Industrial Energy Survey Agreement (less than 21 KW Demand)	9.450
Commercial/Industrial Energy Survey Agreement	9.460
Commercial/Industrial Load Control Customer Request for Approval	9.480
Commercial/Industrial Load Control Program Agreement	9.490
Residential Energy Inspection	9.500
Agreement for Curtailable Service	9.600
Time of Use Application (General Service Rate)	9.620
Real Time Pricing General Service Program Agreement	9.630
Agreement for General Demand Service	9.650
Common Use Facilities Rider	9.660
Underground Distribution Facilities Installation Agreement	9.700
Underground New Facilities Agreement	9.710
Underground Road/Pavement Crossing Agreement	9.715
Underground Facilities Conversion Agreement	9.720

(Continued on Sheet No. 9.011)

**COMPOSITE
EXHIBIT 1**

**PREMIUM LIGHTING
RATE SCHEDULE**

(Legislative Format)

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 has the option to pay for the facilities in a lump sum in advance of construction in lieu of a monthly facilities charge. Should the Customer choose this method of payment, the amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of 1.1605. The Customer may also elect to pay a monthly rate for these facilities for a period of (10) ten or (20) twenty years. 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)

(Continued from Sheet No. 8.720)

MONTHLY RATE:

Facilities:

Paid in full: _____ Monthly rate is zero.
 10 years payment option: 1.38% of total work order cost.
 20 years payment option: .969% 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

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

Non-Fuel Energy _____	2.480 ¢/kWh
Conservation Charge _____	See Sheet No. 8.030
Capacity Payment Charge _____	See Sheet No. 8.030
Environmental Charge _____	See Sheet No. 8.030
Fuel Charge _____	See Sheet No. 8.030
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)

(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 Payment Option</u>	<u>Termination Factor</u>	<u>Twenty (20) Years Payment Option</u>	<u>Termination Factor</u>
1	1.1605	1	1.1605
2	.9942	2	1.0443
3	.9184	3	1.0215
4	.8349	4	.9966
5	.7440	5	.9695
6	.6450	6	.9400
7	.5371	7	.9079
8	.4196	8	.8729
9	.2915	9	.8347
10	.1520	10	.7931
>10	.0000	11	.7478
		12	.6985
		13	.6447
		14	.5862
		15	.5224
		16	.4528
		17	.3771
		18	.2946
		19	.2047
		20	.1067
		>20	.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.