

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of curtailable  
service tariff modifications, by Florida Power  
& Light Company.

DOCKET NO. 20170216-EI  
ORDER NO. PSC-2018-0049-TRF-EI  
ISSUED: January 22, 2018

The following Commissioners participated in the disposition of this matter:

JULIE I. BROWN, Chairman  
ART GRAHAM  
DONALD J. POLMANN  
GARY F. CLARK

ORDER APPROVING FLORIDA POWER & LIGHT COMPANY'S  
CURTAILABLE SERVICE TARIFF MODIFICATIONS

BY THE COMMISSION:

BACKGROUND

On October 4, 2017, Florida Power & Light Company (FPL or company) filed a Petition for Approval of Curtailable Service Tariff Modifications. The company is seeking to institute a 30-day notice for customers enrolled in its Curtailable Service (CS) tariffs, including CS Time of Use, to transfer to the Commercial/Industrial Demand Reduction Rider (CDR) tariff. The CS and CDR are optional tariffs for Commercial/Industrial (C/I) customers who are willing to curtail a portion of their demand in exchange for a monthly credit. In addition, FPL proposes to close the CS tariffs to new customers due to a lack of interest.

On October 13, 2017, FPL waived the 60-day suspension deadline through March 1, 2018. Commission staff issued a data request to FPL on November 13, 2017, and the company responded on November 27, 2017. On November 27, 2017, FPL filed a notice of correction to its petition, correcting a scrivener's error. A second data request was filed by Commission staff on December 4, 2017, for which responses were received on December 11, 2017. Attachment A provides the CS tariff pages indicating the proposed changes. We have jurisdiction over this matter pursuant to Sections 288.035 and 366.06, Florida Statutes.

DECISION

The CS and CDR Tariffs

The CS tariffs are available to C/I customers with a monthly demand of 500 kilowatts (kW) or greater. Customers who choose to take service under CS agree to curtail at least 200 kW of their load when requested by the company. For their compliance, the customer receives a credit of \$1.93 per kW of curtailable load. Customers are required to provide three years' notice to discontinue service under the CS tariffs.

The CDR is available to C/I customers who have at least 200 kW of non-firm demand, above their firm demand level, available for the utility to control. This demand must be demonstrated for at least three out of seven months of the summer Controllable Rating Period

(April 1 through October 31). Customers who take service under the CDR agree to have load control equipment installed at their site. A credit of \$8.20 is given for each kW of utility-controlled demand. The CDR provides higher credits than the CS tariffs since the customer cedes control of a portion of their demand to FPL. Both tariffs appear to be cost-effective according to our standards.

#### FPL's Proposal

FPL is seeking to institute a 30-day notice for existing customers to transfer from the CS tariffs directly to the CDR. FPL's tariffs do not offer a direct transfer between non-firm service options at this time. Customers currently must terminate service from the CS tariffs with three years' notice in order to then join the CDR.

Currently, the company provides service to 31 customers under CS tariffs. According to FPL, 16 of those customers have the required demand to qualify for the CDR. Out of those 16, seven customers have expressed interest in a direct transfer from the CS tariffs to the CDR. The credits provided to customers under both tariffs are recovered by the company as Demand-Side Management programs through the Energy Conservation Cost Recovery Clause (ECCR). In the company's petition, FPL states that the ECCR impact of all 16 eligible customers transferring to the CDR would be 0.0008 cents per kilowatt hour (kWh) or less than \$0.01 per 1,000 kWh. These 16 potential transferees would join 526 customers who presently take service under the CDR.

FPL also seeks to close the CS tariffs to new customers. According to FPL, no new customers have opted to take service under the CS tariffs since 2010. It should be noted that this petition will allow CS customers to transfer to any non-firm service option, but the CDR is the only current alternative. FPL will also update Tariff Sheet Nos. 8.542 and 8.545 to correct outdated cross-references.

Upon review of the pleadings and data discussed above, we find that the proposed change is an efficient transfer between Commission-approved, cost-effective programs. FPL's customers will benefit from higher credits while the company and ratepayers will benefit from improved load control. We further find that the closure of the CS tariffs is reasonable given the lack of new participants since 2010.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Florida Power & Light Company's Petition for Approval of Curtailable Service Tariff Modifications, as stated in Attachment A, is hereby granted. It is further

ORDERED that if a protest is filed within 21 days of the issuance of this order, the tariff modifications contained in Attachment A shall not go into effect pending resolution of the protest. If no timely protest is filed, this docket shall be closed and the modifications contained in Attachment A shall become effective upon the issuance of a consummating order.

By ORDER of the Florida Public Service Commission this 22nd day of January, 2018.



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HONG WANG  
Chief Deputy Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
(850) 413-6770  
www.floridapsc.com

Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

SBr

NOTICE OF FURTHER PROCEEDINGS

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

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on February 12, 2018.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

FLORIDA POWER & LIGHT COMPANY

Thirty-~~First~~Second Revised Sheet No. 8.330  
Cancels ~~Thirtieth~~Thirty-First Revised Sheet No. 8.330

CURTAILABLE SERVICE  
(OPTIONAL)  
(Closed Schedule)

RATE SCHEDULE: CS-1

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kW - 1,999 kW) and, will curtail this Demand by 200 kW or more upon request of the Company from time to time, ~~and as of xxx, 2017 was taking service pursuant to this schedule.~~ Customers with demands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW.

SERVICE:

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

MONTHLY RATE:

Customer Charge: \$100.00

Demand Charges:

Base Demand Charge \$11.00 per kW of Demand.  
Capacity Payment Charge See Sheet No. 8.030  
Conservation Charge See Sheet No. 8.030

Non-Fuel Energy Charges:

Base Energy Charge 1.585 ¢ per kWh  
Environmental Charge See Sheet No. 8.030

Additional Charges:

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

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is \$5,600.00.

CURTAILMENT CREDITS:

A monthly credit of (\$1.93) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

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

1. Rebilled at \$1.93/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of \$4.16/kW for the current month.

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

(Continued on Sheet No. 8.331)

FLORIDA POWER & LIGHT COMPANY

~~First Revised Sheet No. 8.332~~  
~~Cancels Original Sheet No. 8.332~~

(Continued from Sheet No. 8.331)

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice ~~given at least three (3) years prior to termination. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below.~~ Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated ~~for any reason~~, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.333)

FLORIDA POWER & LIGHT COMPANY

~~Thirtieth~~~~Thirty-First~~ Revised Sheet No. 8.340  
Cancels ~~Twenty-Ninth~~~~Thirtieth~~ Revised Sheet No. 8.340

CURTAILABLE SERVICE-TIME OF USE

(OPTIONAL)

(Closed Schedule)

RATE SCHEDULE CST-1

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-1 (500 kW - 1,999 kW) ~~and~~ will curtail this Demand by 200 kW or more upon request of the Company from time to time, ~~and as of xx, 2017 was taking service pursuant to this schedule.~~ This is an optional Rate Schedule available to Curtailable General Service Customers upon request. Customers with demands of at least 200 kW but less than 500 kW may enter an agreement for service under this Rate Schedule based on a Demand Charge for a minimum of 500 kW

SERVICE:

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

MONTHLY RATE:

Customer Charge:	\$100.00	
Demand Charges:		
Base Demand Charge	\$11.00 per kW of Demand occurring during the On-Peak Period.	
Capacity Payment Charge	See Sheet No. 8.030	
Conservation Charge	See Sheet No. 8.030	
Non-Fuel Energy Charges:		
Base Energy Charge	<u>On-Peak Period</u> 2.597 ¢ per kWh	<u>Off-Peak Period</u> 1.143 ¢ per kWh
Environmental Charge	See Sheet No. 8.030	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.031	

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge; therefore the minimum charge is \$5,600.00.

RATING PERIODS:

On-Peak:

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

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

Off-Peak:

All other hours.

(Continued on Sheet No. 8.341)

FLORIDA POWER & LIGHT COMPANY

~~First Revised Sheet No. 8.342~~  
~~Cancels Original Sheet No. 8.342~~

(Continued from Sheet No. 8.341)

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice ~~given at least three (3) years prior to termination. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reasons shall require three (3) years' notice and be subject to the Provisions for Early Termination below.~~ Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated ~~for any reason~~, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.342)

FLORIDA POWER & LIGHT COMPANY

Twenty-~~Fifth~~<sup>Sixth</sup> Revised Sheet No. 8.432  
Cancels Twenty-~~Fourth~~<sup>Fifth</sup> Revised Sheet No. 8.432

CURTAILABLE SERVICE  
(OPTIONAL)  
(~~Closed~~<sup>Schedule</sup>)

RATE SCHEDULE: CS-2

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-2 (2,000 kW and above) and will curtail this Demand by 200 kW or more upon request of the Company from time to time, ~~and as of xx, 2017 was taking service pursuant to this schedule.~~ Customers with demands of less than 2,000 kW may enter an Agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

SERVICE:

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

MONTHLY RATE:

Customer Charge:	\$250.00
Demand Charges:	
Base Demand Charge	\$11.40 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030
Conservation Charge	See Sheet No. 8.030
Non-Fuel Energy Charges:	
Base Energy Charge	1.427 ¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charge	See Sheet No. 8.030
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kW who enter an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is \$23,050.

CURTAILMENT CREDITS:

A monthly credit of (\$1.93) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

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

1. Rebilled at \$1.93 /kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
2. Billed a penalty charge of \$4.16 /kW for the current month.

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

(Continued on Sheet No. 8.433)

Issued by: S. E. Romig, Director, Rates and Tariffs  
Effective: ~~January 1, 2017~~



FLORIDA POWER & LIGHT COMPANY

~~First Revised Sheet No. 8.434~~  
Cancels Original Sheet No. 8.434

(Continued from Sheet No. 8.433)

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice ~~given at least three (3) years prior to termination. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below.~~ Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated ~~for any reason~~, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.435)

FLORIDA POWER & LIGHT COMPANY

~~Thirtieth~~~~Thirty-First~~ Revised Sheet No. 8.440  
Cancels ~~Twenty-Ninth~~~~Thirtieth~~ Revised Sheet No. 8.440

CURTAILABLE SERVICE-TIME OF USE  
(OPTIONAL)

~~(Closed Schedule)~~

RATE SCHEDULE-CST-2

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLDT-2 (2,000 kW and above) ~~and~~ will curtail this Demand by 200 kW or more upon request of the Company from time to time. ~~and as of xx, 2017 was taking service pursuant to this schedule.~~ Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 2,000 kW.

SERVICE:

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

MONTHLY RATE:

Customer Charge: \$250.00

Demand Charges:

Base Demand Charge \$11.40 per kW of Demand occurring during the On-Peak Period  
Capacity Payment Charge See Sheet No. 8.030  
Conservation Charge See Sheet No. 8.030

Non-Fuel Energy Charges:	<u>On-Peak Period</u>	<u>Off-Peak Period</u>
Base Energy Charge	2.227 ¢ per kWh	1.112 ¢ per kWh
Environmental Charge	See Sheet No. 8.030	

Additional Charges:

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

Minimum: The Customer Charge plus the charge for the currently effective Base Demand. For those Customers with a Demand of less than 2,000 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 2,000 kW times the Base Demand Charge; therefore the minimum charge is \$23,050.

RATING PERIODS:

On-Peak:

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

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

Off-Peak:

All other hours.

(Continued on Sheet No. 8.441)

FLORIDA POWER & LIGHT COMPANY

~~Second~~ **Third** Revised Sheet No. 8.442  
Cancels ~~First~~ **Second** Revised Sheet No. 8.442

(Continued from Sheet No. 8.441)

DEFINITIONS (continued):

Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice ~~given at least three (3) years prior to termination~~. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated ~~for any reason~~, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.443)

FLORIDA POWER & LIGHT COMPANY

Thirty-~~Second~~<sup>Third</sup> Revised Sheet No. 8.542  
Cancels Thirty-~~First~~<sup>Second</sup> Revised Sheet No. 8.542

CURTAILABLE SERVICE-TIME OF USE  
(OPTIONAL)  
(~~Closed Schedule~~)

RATE SCHEDULE: CST-3

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLDT-3 ~~and~~ will curtail this Demand by 200 kW or more upon request of the Company from time to time, ~~and as of xx, 2017 was taking service pursuant to this schedule.~~

SERVICE:

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

MONTHLY RATE:

Customer Charge:	\$2,025.00
Demand Charges:	
Base Demand Charge	\$9.30 per kW of Demand occurring during the On-Peak Period.
Capacity Payment Charge	See Sheet No. <del>8.030-18.030</del>
Conservation Charge	See Sheet No. <del>8.030-18.030</del>
Non-Fuel Energy Charges:	<u>On-Peak Period</u> <u>Off-Peak Period</u>
Base Energy Charge	1.217 ¢ per kWh                      1.016 ¢ per kWh
Environmental Charge	See Sheet No. <del>8.030-18.030</del>
Additional Charges:	
Fuel Charge	See Sheet No. <del>8.030-18.030</del>
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

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

RATING PERIODS:

On-Peak:

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

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

Off-Peak:

All other hours.

(Continued on Sheet No. 8.543)

FLORIDA POWER & LIGHT COMPANY

~~Tenth~~<sup>Tenth</sup> Revised Sheet No. 8.544  
Cancels ~~Ninth~~<sup>Tenth</sup> Revised Sheet No. 8.544

(Continued from Sheet No. 8.543)

DEFINITIONS:

Force Majeure

For the purposes of this schedule Force Majeure means causes not within the reasonable control of the Customer affected and not caused by the negligence or lack of due diligence of the Customer. Such events or circumstances may include acts of God, strikes, lockouts or other labor disputes or difficulties, wars, blockades, insurrections, riots, environmental constraints lawfully imposed by federal, state, or local governmental bodies, explosions, fires, floods, lightning, wind, accidents to equipment or machinery, or similar occurrences.

Non-Firm Demand

The current Demand less the amount of Firm Demand specified below.

Firm Demand

The contracted maximum demand level to which the Customer agrees to curtail as specified in the Customer's Agreement for Curtailable Service. This is the maximum amount of the Customer's Demand that will be served during a Curtailment Period.

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice ~~given at least three (3) years prior to termination. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below.~~ Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated ~~for any reason~~, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.544.1)

Issued by: S. E. Koling, Director, Rates and Tariffs  
Effective: July 18, 2006

FLORIDA POWER & LIGHT COMPANY

~~Nineteenth Twentieth~~ Revised Sheet No. 8.545  
Cancels ~~Eighteenth Nineteenth~~ Revised Sheet No. 8.545

CURTAILABLE SERVICE

(OPTIONAL)

(Closed Schedule)

RATE SCHEDULE: CS-3

AVAILABLE:

In all territory served.

APPLICATION:

For any commercial or industrial Customer who qualifies for Rate Schedule GSLD-3 and will curtail this Demand by 200 kW or more upon request of the Company from time to time, and as of xx, 2017 was taking service pursuant to this schedule.

SERVICE:

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

MONTHLY RATE:

Customer Charge:	\$2,025.00
Demand Charges:	
Base Demand Charge	\$9.30 per kW of Demand
Capacity Payment Charge	See Sheet No. <del>8.030-18.030</del>
Conservation Charge	See Sheet No. <del>8.030-18.030</del>
Non-Fuel Energy Charges:	
Base Energy Charge	1.069 ¢ per kWh
Environmental Charge	See Sheet No. <del>8.030-18.030</del>
Additional Charges:	
Fuel Charge	See Sheet No. <del>8.030-18.030</del>
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

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

CURTAILMENT CREDITS:

A monthly credit of (\$1.93) per kW is allowed based on the current Non-Firm Demand. The Customer has the option to revise the Firm Demand once during the initial twelve (12) month period. Thereafter, subject to the Term of Service and/or the Provisions for Early Termination, a change to the Firm Demand may be made provided that the revision does not decrease the total amount of Non-Firm Demand during the lesser of: (i) the average of the previous 12 months; or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NON-COMPLIANCE OF CURTAILMENT DEMAND:

- If the Customer records a higher Demand during the current Curtailment Period than the Firm Demand, then the Customer will be:
1. Rebilled at \$1.93/kW for the prior 36 months or the number of months since the prior Curtailment Period, whichever is less, and
  2. Billed a penalty charge of \$4.16/kW for the current month.

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

(Continued on Sheet No. 8.546)

Issued by: S. E. Romig, Director, Rates and Tariffs  
Effective: ~~January 1, 2017~~

FLORIDA POWER & LIGHT COMPANY

~~First Revised Sheet No. 8.547~~  
~~Cancels Original Sheet No. 8.547~~

(Continued from Sheet No. 8.546)

TERM OF SERVICE:

During the first year of service under this Rate Schedule, the Customer will determine whether or not this program is appropriate for the Customer and may request to exit the program subject to the Provisions for Early Termination. It is intended that the Company will continue to provide and the Customer will continue to take service under this Rate Schedule for the life of the generating unit which has been avoided by the rate. There is, however, a three-year termination notice provision which will allow either the Customer or the Company to terminate service under this Rate Schedule should there be circumstances under which the termination of the Customer's participation or the Company's offering of the Rate Schedule is desired.

Service under this Rate Schedule shall continue until terminated by either the Company or the Customer upon written notice ~~given at least three (3) years prior to termination~~. Transfers to a different non-firm service option require 30 days' notice, provided that the customer does not increase the current level of contracted Firm Demand. Transfers to a firm service option, transfers to a different non-firm service option with any increase in Firm Demand, or termination of service for any other reason shall require three (3) years' notice and be subject to the Provisions for Early Termination below. Should a Customer terminate service or be removed by the Company and later desire to resume service under this Rate Schedule, the Customer must provide three (3) years written notice prior to resuming service under this Rate Schedule.

The Company may terminate service under this Rate Schedule at any time for the Customer's failure to comply with the terms and conditions of this Rate Schedule or the Agreement for Curtailable Service. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Rate Schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this Rate Schedule and bill the Customer under the otherwise applicable firm service rate schedule.

PROVISIONS FOR EARLY TERMINATION:

Transfers, with less than three (3) years written notice, to any firm retail rate schedule for which the Customer would qualify, may be permitted if it can be shown that such transfer is in the best interests of the Customer, the Company and the Company's other customers.

If the Customer no longer wishes to receive electric service in any form from the Company, or decides to cogenerate to serve all of the previously curtailed Demand and to take interruptible standby service from the Company, the Customer may terminate the Agreement for Curtailable Service by giving at least thirty (30) days advance written notice to the Company.

If service under this Rate Schedule is terminated ~~for any reason~~, the Customer will not be rebilled as specified in Charges for Early Termination if:

- a. it has been demonstrated to the satisfaction of the Company that the impact of such transfer of service on the economic cost-effectiveness of the Company's Curtailable Service Rate Schedule is in the best interests of the Customer, the Company and the Company's other customers, or
- b. the termination of service under this Rate Schedule is the result of either the Customer's ceasing operations at its facility (without continuing or establishing similar operations elsewhere in the Company's service area), or a decision by the Customer to cogenerate to serve all of the previously curtailable Demand and to take interruptible standby service from the Company, or
- c. any other Customer(s) with demand curtailment equivalent to, or greater than, that of the existing Customer(s) agree(s) to take service under this schedule and the MW demand curtailment commitment to the Company's Generation Expansion Plan has been met and the new replacement Customer(s) is (are) available to perform demand curtailment.

(Continued on Sheet No. 8.546)