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August 20, 1997

Ms. Connie Kummer, Chief
Bureau of Electric Rates
Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

971216-EI

In accordance with Rules 25.9.004 F.A.C., FPL hereby requests approval of the following tariff sheets:

- Second Revised Sheet No. 9.750
- Third Revised Sheet No. 9.751
- Eleventh Revised Sheet No. 10.010

FPL is requesting this change to the Facilities Rental provision and the Facilities Rental Agreement to allow customers the option of making a lump sum payment in lieu of the monthly rental charge.

If you have any questions, please call me at (850)224-7595.

Sincerely,

- ACK _____
- AFA _____ William H. Feaster
- AFP _____ Manager Regulatory Affairs
- CAF _____ attachments
- CM _____
- CIT _____ BHF/mrc
- EAG _____
- LEP _____
- LIV _____
- LY _____
- RY _____
- SH _____
- WAS _____
- OTH _____ FPL Group company

DOCUMENT NUMBER-DATE

09509 SEP 18 6

FPSC-RECORDS/REPORTING

FACILITIES RENTAL SERVICE AGREEMENT

This Agreement, made this _____ day of _____, 19____, by and between _____ (hereinafter called the Customer) located at _____ in _____, Florida and Florida Power & Light Company, a corporation, organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH

WHEREAS, the Customer has requested to rent from the Company certain electric facilities described in the document attached and made a part of this Agreement hereinafter referred to as the "facilities" located at _____

and used for the purpose of _____

and,

WHEREAS, the Company is willing to rent such facilities upon the terms and conditions specified herein,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Company will provide, install or otherwise make available, own, operate and maintain the facilities described in this Agreement.
2. The Customer shall pay to the Company, as consideration for furnishing the facilities, a charge in accordance with the Company's Contract Provisions - Various (Facilities Rental Service) in its Electric Tariff and any successor or substitute schedule, as changed, modified, or supplemented from time to time by a legal effective filing of the Company with or by order of the Florida Public Service Commission.
3. The in-place value of rental facilities will be based upon the agreed replacement cost of the facilities. However, when the in-place value has been previously established in an existing Rental Agreement, the in-place value of this Agreement will be based on that previously determined value, subject to the terms and conditions in Paragraph 6.
4. The in-place value of the facilities is \$ _____. The in-place value of this Agreement may change from time to time in accordance with the provisions in Paragraph 6. The Customer has elected to pay for these facilities in this Agreement by either paying:
 - a. a Monthly Rental Fee of \$ _____, or
 - b. a Lump Sum Rental Payment of \$ _____, and
(one time payment)
 - a Lump Sum Maintenance Payment of \$ _____, or
(payable every five (5) years).
 - c. a Lump Sum Rental Payment of \$ _____, and
(one time payment)
 - a Monthly Maintenance Payment of \$ _____.

(Continued on Sheet No. 9.751)

DOCUMENT NUMBER DATE

Issued by: P.J. Evanson, President
Effective:

09509 SEP 18 65

FPSC-RECORDS/REPORTING

(Continued from Sheet No. 9,750)

5. The term of this Agreement shall be:
- Five (5) years from the service date and thereafter will continue in effect until terminated by either party upon ninety (90) days written notice.
- Any addition to existing facilities, as provided in Paragraph 6, may require a new term of five years based on the changes in the facilities' in-place value.
6. Valuation of changes in facilities shall be as follows:
- When mutually agreed upon, additional facilities may be installed, and the in-place value in Paragraph 4 increased by the installed cost of the additional facilities.
 - When mutually agreed upon, a portion of the existing facilities may be removed and the in-place value in Paragraph 4 shall be adjusted to reflect such changes. The Company may require a contribution by the Customer to compensate for the undepreciated portion of the facilities to be removed, less salvage, plus removal costs.
 - When requested by the Customer, and when mutually agreed upon, existing facilities may be modified by the Company. The in-place value in Paragraph 4 will be adjusted in accordance with the procedures stated in 6a and 6b above.
 - When facilities are replaced due to mechanical and/or electrical failure, the in-place value in Paragraph 4 will be increased by the installed cost of the replacement facilities and reduced by the previously established in-place value of the replaced facilities.
 - When facilities are replaced or modified at the Company's option, no change in the in-place value will be made.
 - In those instances, where upon mutual agreement between the Company and the Customer, when the Customer is transferring from a monthly rental to a lump sum, the in-place valuation of the facilities may be adjusted to reflect the undepreciated value of the facilities.
 - This Agreement may be assigned only with the prior written consent of the Company.
 - On the termination of this Agreement, and in the event that Customer fails to make rental payments in a timely fashion, then and in each of those events, at the option of the Company, the Facilities may be removed as soon as practicable by the Company.
 - This Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between the Company and the Customer, made in respect to matters herein contained, and when duly executed, this Agreement constitutes the entire Agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed in triplicate the day and year first above written.

CUSTOMER

Witnesses for the Customer:

By _____

Title _____

Attest _____

Title _____

Witnesses for the Company:

By _____

FLORIDA POWER & LIGHT COMPANY

Title _____

CONTRACT PROVISIONS - VARIOUS

FACILITIES RENTAL SERVICE. When required by the Customer, the Company may, at its option, provide and maintain transformers and other facilities which are required by the Customer beyond the Point of Delivery or which are needed because the Customer requires unusual facilities due to the nature of his equipment. The Company shall not be required to install facilities if they cannot be economically justified. The charge for this service is based on the agreed installed cost of such facilities.

Upon mutual agreement between the Company and the Customer, the Customer may elect to make either a lump sum payment or pay a monthly charge. The monthly charge shall recover 30% per year of the agreed installed cost of such facilities. Those Customers electing to make a lump sum payment shall have the option of either including the cost of maintenance in a lump sum, or paying a separate monthly maintenance charge. If the Customer elects to pay for the maintenance in the lump sum, the amount will be based on the estimated cost of maintenance over the term of the contract.

Those customers renting electric facilities from the Company, subsequent to a change in the Facilities Rental Service charge and upon mutual agreement, may continue to receive electrical service under one of the following options: 1) continue the rental facilities by payment based on the revised charge, 2) purchase such facilities from the Company as mutually agreed upon, 3) purchase or lease the facilities from another source, or 4) redesign its operation to receive standard electric service from the Company.

MUNICIPAL FIRE PUMP DEMANDS. Demands caused by the operation of municipal fire pumps are waived whenever the pumps are used in emergencies for the purpose of extinguishing fires, or when the pumps are operated for testing purposes provided the time of the test is mutually agreed upon beforehand.

SECONDARY METERING ADJUSTMENT. Where the rate schedule provides for delivery of service at primary voltage and it is necessary or desirable to meter at secondary voltage, the readings of Company's meters are corrected to conform to the voltage of delivery by adding 2% to the demand indications and 3% to the kwh registrations.

UNMETERED SERVICE. In some circumstances the installation of a meter is difficult, impracticable, or not warranted by the nature of the load to be served. In such cases the Company may elect to estimate the demand and energy requirements and calculate the bill on these estimated values.