BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for increase in rates by Florida Power & Light Company.	DOCKET NO. 120015-EI ORDER NO. PSC-13-0023-S-EI ISSUED: January 14, 2013

The following Commissioners participated in the disposition of this matter:

RONALD A. BRISÉ, Chairman
LISA POLAK EDGAR
ART GRAHAM
EDUARDO E. BALBIS
JULIE I. BROWN

ORDER APPROVING REVISED STIPULATION AND SETTLEMENT

BY THE COMMISSION:

Background

On March 19, 2012, pursuant to Section 366.06, Florida Statutes (F.S.), and Rules 25-6.0425 and 25-6.043, Florida Administrative Code (F.A.C.), Florida Power & Light Company (FPL) filed a petition for approval of permanent increase of its base rates and charges. In its petition, FPL requested a base rate increase of $528 million with a Return on Equity (ROE) of 11.25%, plus a .25% performance adder to remain as long as it maintained the lowest electrical rates in the state compared to the other 4 Investor Owned Utilities. Twelve parties were granted intervention in the docket.[1] However, several parties were dismissed from the docket for various reasons.[2] By the Order Establishing Procedure, Order No. PSC-12-0143-PCO-EI, issued March 26, 2012, the hearing was set to commence on August 20, 2012. In May, June and August, 2012, nine Commission service hearings were held throughout FPL's service territory. On August 15, 2012, FPL and three of the eleven intervening parties filed a Motion to Approve Settlement

[1] Office of Public Counsel (OPC), South Florida Hospital and Healthcare Association (SFHHA), Florida Retail Federation (FRF), Thomas Saporito (Saporito), Florida Industrial Power Users Group (FIPUG), Village of Pinecrest, Federal Executive Agencies (FEA), Glen Gibellina, Larry Nelson, John Hendricks, Algenol Biofuels Inc., and Daniel and Alexandria Larson.

[2] Mr. and Mrs. Larson and Mr. Nelson were dismissed as parties from the docket and their positions on the issues were stricken pursuant to Section VII(a) of Order No. PSC-12-0143-PCO-EI, the Order Establishing Procedure. Section VII(a) provides "[U]nless excused by the Presiding Officer for good cause shown, each party (or designated representative) shall personally appear at the hearing. Failure of a party, or that party's representative, to appear shall constitute waiver of that party's issues, and that party may be dismissed from the proceeding." Both Mrs. Larson and Mr. Nelson subsequently filed Petitions to Re-intervene and Intervene respectively in the supplemental portion of the hearing, and those petitions were denied. Mr. Gibellina was dismissed from the docket for failure to appear at the Prehearing Conference.

Agreement (Settlement Agreement) and a Motion to Suspend the Procedural Schedule.[3] The Motion to Suspend the Procedural Schedule was denied by Order No. PSC-12-0430-PCO-EI, issued August 17, 2012. The technical hearing commenced on August 20, 2012, and lasted 10 days.

On August 27, 2012, Order No. PSC-12-0440-PCO-EI, the Second Order Revising Order Establishing Procedure (Second Order) was issued establishing a procedural schedule for further actions necessary for us to consider the proposed Settlement Agreement. The Second Order stated that upon conclusion of the evidentiary portion of the hearing, a date and time would be set for the sole purpose of taking up the proposed Settlement Agreement. Also, the Second Order gave all parties an opportunity to conduct informal discovery on the proposed Settlement Agreement. On August 31, 2012, we announced that the hearing would reconvene on September 27, 2012, and continue on September 28, 2012, if necessary, to consider the proposed Settlement Agreement. On September 27, 2012, we voted to take additional testimony limited to specific issues that were part of the proposed Settlement Agreement, but supplemental to the issues in the rate case. Accordingly, in compliance with Sections 120.569 and 120.57, F.S., the administrative hearing was continued to November 19-20, 2012.

On October 3, 2012, Order No. PSC-12-0529-PCO-EI, the Third Revised Order Establishing Procedure was issued establishing the necessary procedures for discovery and setting dates for filing prefiled testimony, the Prehearing Conference, and supplemental hearing dates. On November 19 and 20, 2012, the supplemental hearing was held, and on November 30 parties filed post-hearing briefs. On December 13, 2012, we convened a Special Agenda Conference to consider the proposed Settlement Agreement filed by FPL, FIPUG, SFHHA, and FEA. At the Special Agenda we expressed our concerns with the proposed Settlement Agreement. We engaged in an extensive discussion of the benefits and detriments associated with the provisions of the proposed Settlement Agreement, and whether the agreement as filed was in the public interest. Upon completion of our discussion, all the parties (signatories and non-signatories) were given an opportunity to engage in further settlement negotiations. Upon reconvening the Special Agenda Conference, the signatories filed a revised Stipulation and Settlement and the non-signatories reiterated their continued objections to our consideration of the proposed or modified agreement.

By this Order, we approve the revised Stipulation and Settlement (Attachment A). We have jurisdiction over these matters pursuant to Chapter 366, F.S., including Sections 366.04, 366.05, 366.06, 366.07, and 366.076, F.S.

<u>The August 15, 2012 Proposed Settlement Agreement</u>

The major elements of the August 15, 2012 proposed agreement included the following:

[3] FPL, FIPUG, FEA, and SFHHA are the signatories to the Settlement Agreement. While Algenol did not execute the Settlement Agreement or join in the motion, it did express its support for the Settlement Agreement. Algenol subsequently withdrew from the proceeding.

- The Term would begin with the first billing cycle of January 2013 and continue through the last billing cycle in December 2016.

- FPL's authorized Return on Equity would be set at 10.70 percent (9.70-11.70 percent range) for all purposes.

- FPL would be authorized to implement a revenue increase of $378 million effective January 1, 2013. The increase would be based on the projected 2013 test year billing determinants contained in FPL's filed Minimum Filing Requirements.

- FPL's proposed minimum late payment charge of $5.00 would be increased to $6.00.

- Demand credits for large commercial and industrial customers in the new CILC and CDR rates would be increased from the credits filed in FPL's MFRs. The increased CILC and CDR credits would be recovered through the energy conservation cost recovery clause (ECCR).

- FPL would not be precluded from petitioning the Commission to seek recovery of costs associated with any storms. Storm cost recovery would begin, on an interim basis, 60 days from the filing of a storm cost recovery petition and associated tariff. Storm cost recovery charges would be assessed over a 12-month period if the costs do not exceed $4.00/1,000 kWh on a monthly residential customer bill. Storm cost recovery in excess of $4.00/1,000 kWh would be recovered in a subsequent year or years as determined by the Commission.

- FPL would continue to recover the annual non-fuel revenue requirements for West County Unit 3 through the capacity cost recovery clause in the same manner provided in the 2010 Rate Case Settlement, except that upon the implementation date of the proposed settlement, recovery would no longer be limited to the projected fuel cost savings.

- The revenue requirements associated with West County Unit 3 would be allocated to customer classes based on the cost of service and rate design methodology reflected in FPL's filed MFRS in the current case. Recovery of West County Unit 3's revenue requirements would survive termination of the proposed settlement and would continue until such time as new base rates are authorized for FPL.

- FPL would be allowed three generation base rate increases (GBRA): June 2013 – Canaveral; June 2014 – Riviera; and June 2016 – Port Everglades. FPL would file for each GBRA through the Capacity clause. Each GBRA would be calculated using a 10.70 percent ROE and the capital structure reflected in FPL's MFRs for the Canaveral Step Increase. The proposed settlement provides for a true up to actual capital expenditures if capital costs are lower than projected. FPL would provide any refund through the Capacity Clause and base rates would be adjusted going forward. FPL would be required to initiate a limited proceeding if it chooses to pursue a revenue increase for higher capital costs. For the Canaveral Modernization Project, the revenue requirement would be based on FPL's current rate petition and MFRs. The Riviera and Port Everglades revenue requirements would be based on the cumulative present value of revenue requirements reflected in the respective need determinations. Each GBRA would be reflected in FPL's customer bills by increasing base charges and base credits by an equal percentage contemporaneously.

- If FPL's achieved ROE falls below 9.70 percent during the term of the settlement on an FPL monthly earning surveillance report stated on an FPSC actual, adjusted basis, FPL could petition the Commission to amend its base rates and may seek interim relief. If FPL's achieved ROE exceeds 11.70 percent during the settlement term on an FPL monthly earning surveillance report stated on an FPSC actual, adjusted basis, any other Party could petition the Commission to amend its base rates and may seek interim relief. This Agreement would terminate upon the effective date of any final order issued in any rate relief proceeding.

- FPL would amortize its projected depreciation reserve surplus and a portion of its fossil dismantlement reserve (termed the "Reserve Amount") over the period of the Agreement, not to exceed $400 million.

- No depreciation or dismantlement studies would be required to be filed during the Term of the Agreement.

- An Incentive Mechanism would become effective on the implementation date of the Settlement. The Incentive Mechanism involves the sharing of gains resulting from electric wholesale purchases and sales, and asset optimization. Asset optimization involves: gas storage utilization; city-gate gas sales using existing transport; production area gas sales; capacity release of gas transport and electric transmission; and the outsourcing of the optimization function. Annually, as part of the fuel cost recovery clause, FPL would file a final true-up schedule showing its gains in the prior calendar year on short-term wholesale sales, short-term wholesale purchases, and all forms of asset optimization it undertook in that calendar year. FPL customers would receive 100 percent of the gain from electric wholesale sales and purchases and asset optimization up to a threshold of $36 million ("Customer Savings Threshold.") FPL customers would also receive 100 percent of the gain for the first $10 million above the Customer Savings Threshold (termed "Additional Customer Savings"). Incremental gains above the Customer Savings Threshold and the Additional Customers Savings (totaling $46 million) would be shared between FPL and customers as follows:

    1. Between $46 million and $75 million, customers receive 30 percent of the incremental gains;
    2. Between $75 and $100 million, customers receive 40 percent of the incremental gains.

3. Over $100 million, customers receive 50 percent of the incremental gains.

The customers' portion of all gains would be reflected as a reduction to fuel costs recovered through the Fuel Clause. FPL would be entitled to recover through the Fuel Clause reasonable and prudent incremental O&M costs incurred in implementing its expanded short-term wholesale purchases and sales programs and asset optimization measures. Such costs include: incremental personnel costs, software and associated hardware costs. In addition, variable power plant O&M costs incurred to generate additional output in order to make wholesale sales, if the level of sales exceeds 514,000 MWh.

Decision

At the Special Agenda Conference, we expressed our concerns with the proposed Settlement Agreement. We engaged in an extensive discussion of the benefits and detriments associated with provisions of the proposed Settlement Agreement, and whether the agreement as filed was in the public interest. Upon completion of our discussion, all parties were given an opportunity to engage in further settlement negotiations. Upon reconvening the Special Agenda Conference, the signatories filed a revised Stipulation and Settlement and the non-signatories reiterated their continued objections to our consideration of the proposed and modified agreements. The modified agreement incorporates changes based upon our extensive discussion. The changes are discussed below.

- FPL's authorized Return on Equity was reduced to 10.50 percent from 10.70 percent for all purposes.

- The revenue increase was reduced from $378 million to $350 million effective January 1, 2013. The increase is based on the projected 2013 test year billing determinants contained in FPL's filed Minimum Filing Requirements. We note that $18 million of the reduction in the requested revenue shall be allocated directly to the base customer and energy charges for the residential rate class only.

- FPL's minimum late payment charge was reduced from $6.00 to $5.00 as originally requested in FPL's MFRs.

- FPL shall be allowed three generation base rate increases (GBRA): June 2013 – Canaveral, June 2014 – Riviera, and June 2016 – Port Everglades. FPL will file for each GBRA through the Capacity clause. Each GBRA will be calculated using a 10.50 percent ROE, instead of 10.70 as originally proposed, and using the capital structure reflected in FPL's MFRs for the Canaveral Step Increase. The settlement provides for a true up to actual capital expenditures if capital costs are lower than projected. FPL will provide any refund through the Capacity Clause and base rates will be adjusted going forward. It will be FPL's obligation to initiate a limited proceeding if it chooses to pursue a revenue increase for higher capital costs. For the Canaveral Modernization Project, the revenue requirement will be based on FPL's current rate petition and MFRs. The Riviera and Port Everglades revenue requirements will be based on the cumulative present value of revenue requirement reflected in the respective need determinations. Each GBRA will be reflected in FPL's customer bills by increasing base charges and base credits by an equal percentage contemporaneously. FPL shall calculate and submit for our staff's administrative approval the amount of the GBRA for each modernization project using the Capacity Clause projection filing for the year that each modernization plant is to go into service. These filing shall include revised tariff sheets for the year that each modernization plant is to go into commercial service.

- If FPL's achieved ROE falls below 9.50 percent, instead of 9.70 percent as originally proposed, during the term of the settlement on an FPL monthly earning surveillance report stated on an FPSC actual, adjusted basis, FPL may petition the Commission to amend its base rates and may seek interim relief. If FPL's achieved ROE exceeds 11.50 percent during the term of the settlement on an FPL monthly earning surveillance report stated on an FPSC actual, adjusted basis, any other Party may petition the Commission to amend its base rates and may seek interim relief. This Agreement terminates upon the effective date of any final order issued in any rate relief proceeding.

- An Incentive Mechanism will become effective on the implementation date of the revised Stipulation and Settlement. This is a four-year pilot program. The Commission has the option to review this pilot program after two years. Upon review, if the Commission determines that the pilot program is not providing the kinds of benefits that it anticipated or if the Commission determines the pilot program is not satisfactory, the Commission may terminate this pilot program. The Incentive Mechanism involves the sharing of gains resulting from electric wholesale purchases and sales, and asset optimization. Asset optimization involves: gas storage utilization; city-gate gas sales using existing transport; production area gas sales; capacity release of gas transport and electric transmission; and the outsourcing of the optimization function. Annually, as part of the fuel cost recovery clause, FPL will file a final true-up schedule showing its gains in the prior calendar year on short-term wholesale sales, short-term wholesale purchases, and all forms of asset optimization it undertook in that calendar year. FPL customers will receive 100 percent of the gain from electric wholesale sales and purchases and asset optimization up to a threshold of $36 million ("Customer Savings Threshold"). FPL customers will also receive 100 percent of the gain for the first $10 million above the Customer Savings Threshold (termed "Additional Customer Savings"). Incremental gains above the Customer Savings Threshold and the Additional Customers Savings (totaling $46 million) will be shared between FPL and customers as follows:

1. Between $46 million and $100 million, customers receive 40 percent of the incremental gains.
2. Over $100 million, customers receive 50 percent of the incremental gains.

The customers' portion of all gains will be reflected as a reduction to fuel costs recovered through the Fuel Clause. FPL will be entitled to recover through the Fuel Clause reasonable and prudent incremental O&M costs incurred in implementing its expanded short-term wholesale purchases and sales programs and asset optimization measures. Such costs include: incremental personnel costs, software, and associated hardware costs. In addition, variable power plant O&M costs incurred to generate additional output in order to make wholesale sales will be included if the level of sales exceeds 514,000 MWh.

We note that with respect to the GBRA, we find that it is the public interest because it provides a benefit to both FPL's customers and FPL. We already approved the need for the Canaveral, Riviera, and Port Everglades Modernization Projects when we considered FPL's need determination petitions. The GBRA provides the mechanism for FPL to recover the costs to modernize these plants and bring them into commercial service. We also find that the pilot incentive mechanism is in the public interest. The pilot incentive mechanism is beneficial to both FPL's customers and FPL. We note that this is a four-year pilot program and we have the option to review it after two years. If we determine that the program is not providing the kinds of benefits that are anticipated, or if we determine the pilot program is otherwise unsatisfactory, we may terminate the program.

Settlement agreements are approved if we determine that they are in the public interest.[4] The public interest standard that we apply in approving the revised Stipulation and Settlement requires a fact-intensive, case-specific analysis. Having carefully reviewed the evidence in the record, and having discussed the benefits and detriments associated with the revised Stipulation and Settlement, we find that as a whole the settlement is in the public interest. It provides a reasonable resolution of all the issues in this proceeding regarding FPL's rates and charges. It also provides FPL's customers with stability and predictability with respect to their electricity rates, while allowing FPL to maintain the financial strength to make investments necessary to

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[4] Order No. PSC-11-0089-S-EI, issued February 1, 2011, in Docket Nos. 080677 and 090130, In re: Petition for increase in rates by Florida Power & Light Company and In re: 2009 depreciation and dismantlement study by Florida Power & Light Company; Order No. PSC-13-0023-S-EIPSC-10-0398-S-EI, issued June 18, 2010, in Docket Nos. 090079-EI, 090144-EI, 090145-EI, 100136-EI, In re: Petition for increase in rates by Progress Energy Florida, Inc., In re: Petition for limited proceeding to include Bartow repowering project in base rates, by Progress Energy Florida, Inc., In re: Petition for expedited approval of the deferral of pension expenses, authorization to charge storm hardening expenses to the storm damage reserve, and variance from or waiver of Rule 25-6.0143(1)(c), (d), and (f), F.A.C., by Progress Energy Florida, Inc., and In re: Petition for approval of an accounting order to record a depreciation expense credit, by Progress Energy Florida, Inc.; Order No. PSC-05-0945-S-EI, issued September 28, 2005, in Docket No. 050078-EI, In re: Petition for rate increase by Progress Energy Florida, Inc.

provide customers with safe and reliable power. All stipulated issues that were approved in this docket on August 31, 2012, are superseded by our approval of the revised Stipulation and Settlement.

We find, therefore, consistent with our ongoing authority and obligation, that the revised Stipulation and Settlement establishes rates that are fair, just, and reasonable in the public interest. We have a long history of encouraging settlements that are in the public interest, and we believe it is appropriate to do so in this case as well.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the revised Stipulation and Settlement filed December 13, 2013, which is attached hereto as Attachment A and incorporated herein by reference, is approved. It is further

ORDERED that FPL shall file for our staff's administrative approval revised tariff sheets to reflect the terms of the revised Stipulation and Settlement. It is further

ORDERED that FPL shall calculate and submit for our staff's administrative approval the amount of the GBRA for each modernization project using the Capacity Clause projection filing for the year that each modernization plant is to go into commercial service. These filing shall include revised tariff sheets for the year that each modernization plant is to go into commercial service. It is further

ORDERED that Docket No. 120015-EI shall be closed.

By ORDER of the Florida Public Service Commission this 14th day of January, 2013.

ANN COLE
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
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Copies furnished: A copy of this document is provided to the parties of record at the time of issuance and, if applicable, interested persons.

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

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.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Office of Commission Clerk, and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for increase in rates by Florida Power & Light Company.	Docket No. 120015-EI

STIPULATION AND SETTLEMENT

WHEREAS, Florida Power & Light Company ("FPL" or the "Company"), the Florida Industrial Power Users Group ("FIPUG"), the South Florida Hospital and Healthcare Association ("SFHHA") and the Federal Executive Agencies ("FEA") have signed this Stipulation and Settlement (the "Agreement"; unless the context clearly requires otherwise, the term "Party" or "Parties" means a signatory to this Agreement); and

WHEREAS, on February 1, 2011, the Florida Public Service Commission ("FPSC" or "Commission") entered Order No. PSC-11-0089-S-EI approving a stipulation and settlement of FPL's rate case in Docket Nos. 080677-EI and 090130-EI, which continues in effect through the last billing cycle in December 2012 (the "2010 Rate Case Stipulation"); and

WHEREAS, on March 19, 2012, FPL petitioned the Commission for an increase in base rates of approximately $516.5 million to be effective on January 1, 2013 following the expiration of the 2010 Rate Case Stipulation, for a step increase of $173.9 million to be effective upon the commercial in-service date of the Canaveral Modernization Project (scheduled to be June 1, 2013), and for other related relief (the "2012 Rate Petition"); and

WHEREAS, the Parties have filed voluminous prepared testimony with accompanying exhibits and conducted extensive discovery; and

WHEREAS, the Parties recognize that this is a period of substantial economic uncertainty, in which economic development and job creation are vitally important to the state of Florida; and

WHEREAS, the Parties to this Agreement have undertaken to resolve the issues raised in these proceedings so as to maintain a degree of stability and predictability with respect to FPL's base rates and charges, as well as to promote economic development, job creation and stability;

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the Parties hereby stipulate and agree:

1. This Agreement will become effective on the first billing cycle of January 2013 (the "Implementation Date") and continue through the last billing cycle in December 2016 (the period from the Implementation Date through the last billing cycle in December 2016 may be referred to herein as the "Term").

2. FPL's authorized rate of return on common equity ("ROE") shall be a range of 9.50% to 11.50%, with a mid-point of 10.50%. FPL's authorized ROE range and mid-point shall be used for all purposes during the Term.

3. (a) Upon the Implementation Date and effective with the first billing cycle in January 2013, FPL shall increase its base rates and service charges by an amount that is intended to generate an additional $350 million of annual revenues, based on the projected 2013 test year billing determinants reflected in the Minimum Filing Requirements ("MFRs")

filed with the 2012 Rate Petition, and in the respective amounts and manner shown on Exhibit A, attached hereto.

(b) Attached hereto as Exhibit B are tariff sheets for new base rates and service charges that implement the $350 million rate increase described in Paragraph (3)(a) above, which tariff sheets shall become effective on the first billing cycle of January 2013. The new base rates reflected in the attached tariff sheets are based on the billing determinants, cost of service allocations and rate design in the MFRs accompanying the 2012 Rate Petition and include additional adjustments, all of which are reflected in Exhibit A; provided, however, that: (i) the allocation of revenue responsibility for the base customer and energy charges for the residential rate class (i.e., RS(T)-1) shall be reduced by an additional $18 million; (ii) the minimum late payment charge shall be $5.00; and (iii) consistent with FPL's recently approved revised Economic Development Rider and to promote further economic development and job creation, (A) the energy and demand charges for business and commercial rates are adjusted as shown in Exhibit B, and (B) the utility-controlled demand credits for large commercial and industrial customers in the new CILC and CDR rates are greater than the credits reflected in such MFRs, and the relationship between the non-fuel energy and demand charges in the CILC rates are revised. FPL shall be entitled to recover the increased CILC and CDR credits through the energy conservation cost recovery ("ECCR") clause.

(c) Base rates set in accordance with this Paragraph 3 shall not be changed during the Term except as otherwise permitted in this Agreement.

4. Nothing in this Agreement shall preclude FPL from requesting the Commission to approve the recovery of costs that are recoverable through base rates under the nuclear cost recovery statute, Section 366.93, Florida Statutes, and Commission Rule 25-6.0423, F.A.C. Parties may participate in nuclear cost recovery proceedings and proceedings related thereto and may oppose FPL's requests.

5. (a) Nothing in this Agreement shall preclude FPL from petitioning the Commission to seek recovery of costs associated with any storms without the application of any form of earnings test or measure and irrespective of previous or current base rate earnings or level of theoretical depreciation reserve. Consistent with the rate design method set forth in Order No. PSC-06-0464-FOF-EI, the Parties agree that recovery of storm costs from customers will begin, on an interim basis, sixty days following the filing of a cost recovery petition and tariff with the Commission and will be based on a 12-month recovery period if the storm costs do not exceed $4.00/1,000 kWh on monthly residential customer bills. In the event the storm costs exceed that level, any additional costs in excess of $4.00/1,000 kWh shall be recovered in a subsequent year or years as determined by the Commission. All storm related costs subject to interim recovery under this Paragraph 5 shall be calculated and disposed of pursuant to Commission Rule 25-6.0143, F.A.C., and will be limited to costs resulting from a tropical system named by the National Hurricane Center or its successor, to the estimate of incremental costs above the level of storm reserve prior to the storm and to the replenishment of the storm reserve to the level as of the Implementation Date. The Parties to this Agreement are not precluded from participating in any such proceedings and opposing the amount of FPL's claimed

costs but not the mechanism agreed to herein.

(b) The Parties agree that the $4.00/1,000 kWh cap in this Paragraph 5 will apply in aggregate for a calendar year; provided, however, that FPL may petition the Commission to allow FPL to increase the initial 12 month recovery beyond $4.00/1,000 kWh in the event FPL incurs in excess of $800 million of storm recovery costs that qualify for recovery in a given calendar year, inclusive of the amount needed to replenish the storm reserve to the level that existed as of the Implementation Date. All Parties reserve their right to oppose such a petition.

(c) The Parties expressly agree that any proceeding to recover costs associated with any storm shall not be a vehicle for a "rate case" type inquiry concerning the expenses, investment, or financial results of operations of the Company and shall not apply any form of earnings test or measure or consider previous or current base rate earnings or level of theoretical depreciation reserve.

6. Nothing shall preclude the Company from requesting the Commission to approve the recovery of costs (a) that are of a type which traditionally and historically would be, have been, or are presently recovered through cost recovery clauses or surcharges, or (b) that are incremental costs not currently recovered in base rates which the Legislature or Commission determines are clause recoverable subsequent to the approval of this Agreement. It is the intent of the Parties in this Paragraph 6 that FPL not be allowed to recover through cost recovery clauses increases in the magnitude of costs of types or categories (including but not limited to, for example, investment in and maintenance of transmission assets) that have been and traditionally, historically, and ordinarily would be

recovered through base rates. It is further the intent of the Parties to recognize that an authorized governmental entity may impose requirements on FPL involving new or atypical kinds of costs (including but not limited to, for example, requirements related to cybersecurity or the requirements for seismic and flood protection at nuclear plants arising out of the Fukushima Daiichi event), and concurrently or in connection with the imposition of such requirements, the Legislature and/or Commission may authorize FPL to recover those related costs through a cost recovery clause. Nothing in this Agreement shall affect the shifts from clause to base rate recovery and from base rate to clause recovery that were set forth in the 2012 Rate Petition and accompanying MFRs.

7. (a) FPL will continue throughout the Term to recover the annual non-fuel revenue requirements for West County Unit 3 via its capacity cost recovery clause (the "Capacity Clause") in the manner provided in the 2010 Rate Case Stipulation; provided, however, that commencing upon the Implementation Date, such recovery shall not be limited to the projected fuel cost savings for West County Unit 3.

(b) The revenue requirements associated with West County Unit 3 quantified pursuant to this paragraph shall be allocated to customer classes utilizing the same cost of service and rate design methodology reflected in the MFRs accompanying the 2012 Rate Petition.

(c) FPL's right to recover the non-fuel revenue requirements for West County Unit 3 pursuant to this Paragraph 7 shall survive termination of this Agreement and shall continue until such time as new base rates are authorized for FPL that are based on a test year that reflects the then applicable non-fuel revenue requirements for West County Unit 3.

8. (a) FPL projects that the following three power plant modernization projects will enter commercial service while this Agreement is in effect: the Canaveral Modernization Project (projected to go into service June 2013), the Riviera Modernization Project (projected to go into service June 2014), and the Port Everglades Modernization Project (projected to go in service June 2016). For each of these three modernization projects, FPL's base rates will be increased by the annualized base revenue requirement for the first 12 months of operation (the "Annualized Base Revenue Requirement"). For the Canaveral Modernization Project, the Annualized Base Revenue Requirement shall be as reflected in the 2012 Rate Petition and accompanying MFRs; for the Riviera and Port Everglades Modernization Projects, the Annualized Base Revenue Requirement shall reflect the costs upon which the cumulative present value of revenue requirements was predicated, and pursuant to which a need determination was granted by the Commission. Each such base rate adjustment will be referred to as a Generation Base Rate Adjustment ("GBRA").

(b) Each GBRA is to be reflected on FPL's customer bills by increasing base charges and base credits by an equal percentage contemporaneously. The calculation of the percentage change in rates is based on the ratio of the jurisdictional Annualized Base Revenue Requirement and the forecasted retail base revenues from the sales of electricity (excluding West County Unit 3 revenues) during the first twelve months of operation.

FPL will begin applying the incremental base rate charges and base credits for each of the three modernization projects to meter readings made on and after the commercial in-service date of that modernization project.

(c) Each GBRA will be calculated using a 10.50% ROE and the capital structure reflected in the Canaveral Step Increase MFRs accompanying the 2012 Rate Petition. FPL will calculate and submit for Commission confirmation that amount of the GBRA for each modernization project using the Capacity Clause projection filing for the year that modernization project is to go into service.

(d) In the event that the actual capital expenditures are less than the projected costs used to develop the initial GBRA factor, the lower figure shall be the basis for the full revenue requirements and a one-time credit will be made through the Capacity Clause. In order to determine the amount of this credit, a revised GBRA Factor will be computed using the same data and methodology incorporated in the initial GBRA factor, with the exception that the actual capital expenditures will be used in lieu of the capital expenditures on which the Annualized Base Revenue Requirement was based. On a going forward basis, base rates will be adjusted to reflect the revised GBRA factor. The difference between the cumulative base revenues since the implementation of the initial GBRA factor and the cumulative base revenues that would have resulted if the revised GBRA factor had been in-place during the same time period will be credited to customers through the Capacity Clause with interest at the 30-day commercial paper rate as specified in Rule 25-6.109, F.A.C.

(e) In the event that actual capital costs for a modernization project are higher than the projection on which the Annualized Base Revenue Requirement was based, FPL at its option may initiate a limited proceeding per Section 366.076, Florida Statutes, limited to the issue of whether FPL has met the requirements of Rule 25-22.082(15), F.A.C. If the Commission finds that FPL has met the requirements of Rule 25-22.082(15), then FPL shall increase the GBRA by the corresponding incremental revenue requirement due to such additional capital costs. However, FPL's election not to seek such an increase in the GBRA shall not preclude FPL from booking any incremental costs for surveillance reporting and all regulatory purposes subject only to a finding of imprudence or disallowance by the Commission. Any Party may participate in any such limited proceeding for the purpose of challenging whether FPL has met the requirements of Rule 25-22.082(15).

(f) Upon expiration or termination of this Agreement, FPL's base rate levels, including the effects of the GBRAs as implemented in this Agreement (i.e., uniform percent increase for all rate classes applied to base revenues) for each of the modernization projects that achieved commercial in-service operation during the term of this Agreement, shall continue in effect until next reset by the Commission.

9. (a) Notwithstanding Paragraph 3 above, if FPL's earned return on common equity falls below 9.50% during the Term on an FPL monthly earnings surveillance report stated on an FPSC actual, adjusted basis, FPL may petition the FPSC to amend its base rates, either as a general rate proceeding under Sections 366.06 and 366.07, Florida Statutes, and/or as a limited proceeding under Section 366.076, Florida Statutes. (Throughout this Agreement, "FPSC actual, adjusted basis" and "actual adjusted earned return" shall mean

results reflecting all adjustments to FPL's books required by the Commission by rule or order, but excluding pro forma, weather-related adjustments.) If FPL files a petition to initiate a general rate proceeding pursuant to this provision, FPL may request an interim rate increase pursuant to the provisions of Section 366.071, Florida Statutes. The other Parties to this Agreement shall be entitled to participate in any proceeding initiated by FPL to increase base rates pursuant to this paragraph, and may oppose FPL's request.

(b) Notwithstanding Paragraph 3 above, if FPL's earned return on common equity exceeds 11.50% during the Term on an FPL monthly earnings surveillance report stated on an FPSC actual, adjusted basis, any other Party shall be entitled to petition the Commission for a review of FPL's base rates. In any case initiated by FPL or any other Party pursuant to this paragraph, all parties will have full rights conferred by law.

(c) Notwithstanding Paragraph 3 above, this Agreement shall terminate upon the effective date of any final order issued in any such proceeding pursuant to this Paragraph 9 that changes FPL's base rates prior to the last billing cycle of December 2016.

(d) This Paragraph 9 shall not (i) be construed to bar or limit FPL to any recovery of costs otherwise contemplated by this Agreement; (ii) apply to any request to change FPL's base rates that would become effective after this Agreement terminates; or (iii) limit any Party's rights in proceedings concerning changes to base rates that would become effective subsequent to the termination of this Agreement to argue that FPL's authorized ROE range should be different than 9.50% to 11.50%.

10. (a) In Order No. PSC-10-0153-FOF-EI, the Commission determined a net theoretical depreciation reserve surplus in the total amount of $894 million (the "Total Depreciation

Reserve Surplus"). The Commission directed FPL to amortize the Total Depreciation Reserve Surplus over four years, ending in 2013. Pursuant to the 2010 Rate Case Stipulation, the Parties therein agreed that in each year during the term of that agreement, FPL would have discretion to vary the amount of amortization of Total Depreciation Reserve Surplus taken in that year, subject to certain limitations. As a result of FPL's actual and projected discretionary amortization during 2010-2012, the 2012 Rate Petition and accompanying MFRs projected that FPL would have $191 million of Total Depreciation Reserve Surplus remaining at the end of 2012 and would amortize that amount in 2013. The actual remaining amount may differ from the projected amount of $191 million.

(b) Notwithstanding Order No. PSC-10-0153-FOF-EI or the 2010 Rate Case Stipulation, the Parties agree that over the Term of this Agreement, FPL may amortize the Total Depreciation Reserve Surplus remaining at the end of 2012, plus a portion of FPL's Fossil Dismantlement Reserve (together the "Reserve Amount") with the amounts to be amortized in each year of the Term left to FPL's discretion subject to the following conditions: (i) the amount of Total Depreciation Reserve Surplus that FPL may amortize during the term shall not be less than $191 million (or the actual amount of Total Depreciation Reserve Surplus remaining at the end of 2012) and the total Reserve Amount amortized during the Term shall not exceed $400 million[1] subject to (iii) below; (ii) for any surveillance reports submitted by FPL during the Term on which its return on equity (measured on an FPSC actual, adjusted basis) would otherwise fall below 9.50%,

[1] The Company would record the $191 million of net surplus amortization or the actual amount of Total Depreciation Reserve Surplus remaining at the end of 2012, to the cost of removal component of the depreciation reserve to ensure that the amount of net surplus amortization on the financial statements equals the amount of net surplus amortization reflected in rates.

FPL must amortize at least the amount of the available Reserve Amount necessary to maintain in each such 12-month period a return on equity of 9.50% (measured on an FPSC actual, adjusted basis); and (iii) FPL may not amortize Reserve Amount in an amount that results in FPL achieving a return on equity of greater than 11.50% (measured on an FPSC actual, adjusted basis) in any such 12-month period as measured by surveillance reports submitted by FPL during the Term. FPL shall not satisfy the requirement of Paragraph 9 that its actual adjusted earned return on equity must fall below 9.50% on a monthly surveillance report before it may initiate a petition to increase base rates during the Term unless FPL first uses any of the Reserve Amount that remains available for the purpose of increasing its earned return on equity to at least 9.50% for the period in question.

11. Notwithstanding any requirements of Rules 25-6.0436 and 25-6.04364, F.A.C., FPL shall not be required during the Term to file any depreciation study or dismantlement study. The depreciation rates and dismantlement accrual rates in effect as of the Implementation Date shall remain in effect throughout the Term. The Parties agree that the provisions of Rules 25-6.0436 and 25-6.04364 pursuant to which depreciation and dismantlement studies are generally filed at least every four years will not apply to FPL during the Term.

12. (a) In order to create additional value for customers by FPL engaging in both wholesale power purchases and sales, as well as all forms of asset optimization, the Parties agree that FPL will be subject to the following mechanism, effective on the Implementation Date (the "Incentive Mechanism"):

(i) FPL will file each year as part of its fuel cost recovery clause ("Fuel Clause") final true-up filing a schedule showing its gains in the prior calendar year on short-term wholesale sales, short-term wholesale purchases (including purchases that are reported on Schedule A-7), and all forms of asset optimization that it undertook in that year (the "Total Gains Schedule").[2] FPL's final true-up filing will include a description of each asset optimization measure for which gain is included on the Total Gains Schedule for the prior year, and such measures shall be subject to review by the Commission to determine that they are eligible for inclusion in the Incentive Mechanism.

(ii) For the purposes of the Incentive Mechanism, "asset optimization" includes but is not limited to:

- Gas storage utilization (FPL could release contracted storage space or sell stored gas during non-critical demand seasons);
- Delivered city-gate gas sales using existing transport (FPL could sell gas to Florida customers, using FPL's existing gas transportation capacity during periods when it is not needed to serve FPL's native load);
- Production (upstream) area sales (FPL could sell gas in the gas-production areas, using FPL's existing gas transportation capacity during periods when it is not needed to serve FPL's native load);

[2] For the purpose of this Agreement, "short-term" is intended to refer to non-separated wholesale sales and purchases. Order No. PSC-97-0262-FOF-EI defined "non-separated" sales as "sales that are non-firm or less than one year in duration."

- Capacity Release of gas transport and electric transmission (FPL could sell idle gas transportation and/or electric transmission capacity for short periods when it is not needed to serve FPL's native load;
- Asset Management Agreement ("AMA") (FPL could outsource optimization function such as those described above to a third party through assignment of transportation and/or storage rights in exchange for a premium to be paid to FPL).

(iii) On an annual basis, FPL customers will receive 100% of the gain described in Paragraph 12(a)(i), up to a threshold of $36 million ("Customer Savings Threshold"). In addition, FPL customers will receive 100% of the gain described in Paragraph 12(a)(i) for the first $10 million above the Customer Savings Threshold ("Additional Customer Savings"). Incremental gains above the total of the Customer Savings Threshold and the Additional Customer Savings (i.e., above a gain of $46 million) will be shared between FPL and customers as follows: FPL will retain 60% and customers will receive 40% of incremental gains between $46 million and $100 million; and FPL will retain 50% and customers will receive 50% of all incremental gains in excess of $100 million. The customers' portion of all gains will be reflected as a reduction to fuel costs recovered through the Fuel Clause. FPL agrees that it will not require any native load customer to be interrupted in order to initiate or maintain an economy sale, whether that sale is firm or non-firm.

(b) FPL will be entitled to recover through the Fuel Clause the following types of reasonable and prudent incremental O&M costs incurred in implementing its expanded short-term wholesale purchases and sales programs as well as the asset optimization measures (the "Incremental Optimization Costs"):

(i) incremental personnel, software and associated hardware costs incurred by FPL to manage the expanded short-term wholesale purchases and sales programs and the asset optimization measures; and

(ii) variable power plant O&M costs[3] incurred by FPL to generate additional output in order to make wholesale sales, to the extent that the level of such sales exceed 514,000 MWh (*i.e.,* the level of sales assumed for the purpose of forecasting 2013 test year power plant O&M costs in the MFRs filed with the 2012 Rate Petition), with such costs determined by multiplying the sales above that threshold times the monthly weighted average variable power plant O&M cost per MWh reflected in the 2013 test year MFRs.

FPL's final true-up filing will separately state and describe the Incremental Optimization Costs that it incurred in the prior year, and such costs shall be subject to review and approval by the Commission.

(c) On or after January 2, 2015 (*i.e.,* two years after the Implementation Date), the Commission may review and, if continuing the Incentive Mechanism is deemed not to be in the public interest, terminate the Incentive Mechanism for the remainder of the Term.

13. No Party to this Agreement will request, support, or seek to impose a change in the application of any provision hereof. Except as provided in Paragraph 9, a Party to this Agreement will neither seek nor support any reduction in FPL's base rates, including limited, interim or any other rate decreases, that would take effect prior to the first billing

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[3] For the purpose of this Agreement, "variable power plant O&M costs" includes non-fuel O&M expenses and costs for capital replacement parts that vary as a function of a power plant's output.

cycle for January 2017, except for any such reduction requested by FPL or as otherwise provided for in this Agreement. FPL shall not seek interim, limited, or general base rate relief during the Term except as provided for in Paragraph 9 of this Agreement. FPL is not precluded from seeking interim, limited or general base rate relief that would be effective during or after the first billing cycle in January 2017, nor are the Parties precluded from opposing such relief. Such interim relief may be based on time periods before January 1, 2017, consistent with Section 366.071, Florida Statutes, and calculated without regard to the provisions of this Agreement.

14. Nothing in this Agreement will preclude FPL from filing and the Commission from approving any new or revised tariff provisions or rate schedules requested by FPL, provided that such tariff request does not increase any existing base rate component of a tariff or rate schedule during the Term unless the application of such new or revised tariff or rate schedule is optional to FPL's customers.

15. The provisions of this Agreement are contingent on approval of this Agreement in its entirety by the Commission without modification. The Parties further agree that they will support this Agreement and will not request or support any order, relief, outcome, or result in conflict with the terms of this Agreement in any administrative or judicial proceeding relating to, reviewing, or challenging the establishment, approval, adoption, or implementation of this Agreement or the subject matter hereof; provided, however, that nothing in this Agreement shall affect FIPUG's right to continue its appeal of Order No. PSC-12-0187-FOF-EI granting an affirmative determination of need for the Port

Everglades Modernization Project or FPL's right to oppose that appeal. No party will assert in any proceeding before the Commission that this Agreement or any of the terms in the Agreement shall have any precedential value. Approval of this Agreement in its entirety will resolve all matters in Docket No. 120015-EI pursuant to and in accordance with Section 120.57(4), Florida Statutes. This docket will be closed effective on the date the Commission Order approving this Agreement is final, and no Party shall seek appellate review of any order issued in these Dockets.

16. This Agreement is dated as of August 15, 2012. It may be executed in counterpart originals, and a facsimile of an original signature shall be deemed an original. Any person or entity that executes a signature page to this Agreement shall become and be deemed a Party with the full range of rights and responsibilities provided hereunder, notwithstanding that such person or entity is not listed in the first recital above and executes the signature page subsequent to the date of this Agreement, it being expressly understood that the addition of any such additional Party(ies) shall not disturb or diminish the benefits of this Agreement to any current Party.

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

Florida Power & Light Company
700 Universe Boulevard
Juno Beach, FL 33408

By: ______________________
Eric E. Silagy

Notice of Filing Signature Page to
revised FPL Settlement Agreement

The Florida Industrial Power Users Group
Jon C. Moyle, Jr., Esquire
Vicki Gordon Kaufman, Esquire
Moyle Law Firm
The Perkins House
118 North Gadsden Street
Tallahassee, FL 32301

By: 12/13/12
Jon C. Moyle, Jr.

18

South Florida Hospital and Healthcare Association
Kenneth L. Wiseman, Esquire
Andrews Kurth, LLP
1350 I Street, N.W., Suite 1100
Washington, DC 20005

By: ________________________
Kenneth L. Wiseman

Federal Executive Agencies
Lt Col Gregory J. Fike
AFLOA/JACL-ULFSC
139 Barnes Drive, Suite 1
Tyndall AFB, FL 32403

By: Gregory J. Fike 13 Dec 2012
Lt Col Gregory J. Fike

EXHIBIT "A"

REVENUE INCREASE BY RATE CLASS - JANUARY 2 2013

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
Line No.	Description of Source	Total	CILC-1D	CILC-1G	CILC-1T	GS(T)-1	GSCU-1	GSD(T)-1	GSLD(T)-1	GSLD(T)-2	GSLD(T)-3	MET	OL-1	OS-2	RS(T)-1	SL-1	SL-2	SST-DST	SST-TST
1	*Revenue Increase*					($000)													
2																			
3	ELECTRICITY SALES:																		
4	RETAIL BILLED SALES BASE REVENUES	284,460	(3,896)	(119)	(1,439)	-	33	60,287	20,801	4,158	0	541	1,216	122	194,937	7,762	-	57	-
5	RETAIL UNBILLED SALES REVENUES	10,662	182	15	89	-	1	2,055	798	157	0	18	40	4	7,043	257	-	2	-
6	INCREASE IN CILC/CDR CREDIT OFFSETS	19,879	9,407	575	4,129	-		1,831	3,337	601	-				-				-
7	*ELECTRICITY SALES INCREASE*	315,001	5,693	471	2,779	-	34	64,172	24,936	4,916	0	559	1,257	126	201,981	8,019		59	-
8																			
9	OTHER OPERATING REVENUE:																		
10	FIELD COLLECTION & LATE PAYMENT CHARGES	32,975	106	5	9	2,309	1	4,438	813	123	3		70	0	24,857	158	70	0	13
11	MISC SERVICE REVS - INITIAL CONNECT NEW PREMISE	-	-	-	-	-		-	-	-	-				-				-
12	MISC SERVICE REVS - RECONNECT AFTER NON PAYMENT	-	-	-	-	-		-	-	-	-				-				-
13	MISC SERVICE REVS - CONNECT / DISCONNECT EXIST. PREMISE		-	-	-	-		-	-	-	-				-				-
14	MISC SERVICE REVS - RETURNED CUSTOMER CHECKS	1,907	-	-	-	86		76	5	-	-		4		1,736	0			-
15	MISC SERVICE REVS - OTHER BILLINGS	117	0	0	0	10	0	3	0	0	0	0	0	0	103	0	0	0	0
16	OTH ELECTRIC REVENUES - MISC	-	-	-	-	-		-	-	-	-				-				-
17	*OTHER OPERATING REVENUE INCREASE*	34,999	106	5	9	2,406	1	4,517	819	123	3	0	74	0	26,696	158	70	0	13
18																			
19	*TOTAL INCREASE 1/1/2013*	350,000	5,799	476	2,788	2,406	35	68,690	25,755	5,038	3	559	1,330	126	228,676	8,177	70	59	13

Totals may not add due to rounding.

Exhibit B

Tariff Sheet	Title	Rate
4.020	Service Charges	
4.030	Temporary Construction Service	
8.010	Index of Rate Schedules	
8.101	General Service – Non Demand	GS-1
8.103	General Service – Non Demand – Time of Use	GST-1
8.105	General Service Demand (21-499 kW)	GSD-1
8.107	General Service Demand - Time of Use (21-499 kW)	GSDT-1
8.122	General Service Constant Usage	GSCU-1
8.201	Residential Service	RS-1
8.203	Residential Time of Use Rider	RTR-1
8.205	Residential Service -Time of Use (Closed Schedule)	RST-1
8.310	General Service Large Demand (500-1999 kW)	GSLD-1
8.320	General Service Large Demand - Time of Use (500-1999 kW)	GSLDT-1
8.330	Curtailable Service (500-1999 kW)	CS-1
8.340	Curtailable Service -Time of Use (500-1999 kW)	CST-1
8.412	General Service Large Demand (2000 kW +)	GSLD-2
8.420	General Service Large Demand - Time of Use (2000 kW +)	GSLDT-2
8.425	High Load Factor – Time of Use	HLFT
8.432	Curtailable Service (2000 kW +)	CS-2
8.440	Curtailable Service -Time of Use (2000 kW +)	CST-2
8.542	Curtailable Service -Time of Use (2000 kW +)	CST-3
8.545	Curtailable Service (2000 kW +)	CS-3
8.551	General Service Large Demand	GSLD-3
8.552	General Service Large Demand – Time of Use	GSLDT-3
8.602	Sports Field Service	OS-2
8.610	Metropolitan Transit Service	MET
8.651	Commercial/Industrial Load Control Program (Closed Schedule)	CILC-1
8.680, 8.682, 8.684	Commercial/Industrial Demand Reduction Rider	CDR
8.716, 8.717	Street Lighting	SL-1
8.720, 8.721, 8.722	Premium Lighting	PL-1
8.725, 8.726, 8.727	Outdoor Lighting	OL-1
8.730	Traffic Signal Service	SL-2
8.743, 8.744, 8.745	Recreational Lighting	RL-1
8.750, 8.751	Standby and Supplemental Service	SST-1
8.760	Interruptible Standby and Supplemental Service	ISST-1
8.820	Transformation Rider	TR
8.830, 8.831	Seasonal Demand – Time of Use Rider	SDTR
9.951	Performance Guarantee Agreement for Incremental Capacity	
10.015	Distribution Substation Facilities Monthly Rental and Termination Factors	

SERVICE CHARGES

A $14.88 service charge will be made for an initial connection.

A $17.66 Reconnection Charge will be made for the reconnection of service after disconnection for nonpayment or violation of a rule or regulation.

A $14.88 service charge will be made for the connection of an existing account.

A Returned Payment Charge as allowed by Florida Statute 68.065 shall apply for each check or draft dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the Returned Payment Charge.

Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

A $5.11 Field Collection Charge will be added to a customer's bill for electric service when a field visit is made and payment is collected on a delinquent account. If service is disconnected, or a current receipt of payment is shown at the time of the field visit, this charge will not be applied.

FPL may waive the Reconnection Charge, Returned Payment Charge, Late Payment Charge and Field Collection Charge for Customers affected by natural disasters or during periods of declared emergencies or once in any twelve (12) month period for any Customer who would otherwise have had a satisfactory payment record (as defined in 25-6.097(2) F.A.C.), upon acceptance by FPL of a reasonable explanation justifying a waiver. In addition, FPL may waive the charge for connection of an existing account and the charge for an initial connection for new or existing Customers affected by natural disasters or during periods of declared emergencies.

CONSERVATION INSPECTIONS AND SERVICES

Residential Dwelling Units:
A charge of $15.00 will be made for a computerized energy analysis in which a comprehensive on-site evaluation of the residence is performed.

Commercial/Industrial:
There is no charge for conservation inspections and services (Business Energy Services).

TEMPORARY/CONSTRUCTION SERVICE

APPLICATION:

For short term electric service to installations such as fairs, exhibitions, construction projects, displays and similar installations.

SERVICE:

Single phase or three phase, 60 hertz at the available standard secondary distribution voltage. This service is available only when the Company has existing capacity in lines, transformers and other equipment at the requested point of delivery. The Customer's service entrance electrical cable shall not exceed 200 Amp capacity.

CHARGE:

The non-refundable charge must be paid in advance of installation of such facilities which shall include service and metering equipment.

Installing and removing overhead service and meter	$297.00
Connecting and disconnecting Customer's service cable to Company's direct-buried underground facilities including installation and removal of meter	$175.00

MONTHLY RATE:

This temporary service shall be billed under the appropriate rate schedule applicable to commercial and industrial type installations.

SPECIAL CONDITIONS:

If specific electrical service other than that stated above is required, the Company, at the Customer's request, will provide such service based on the estimated cost of installing and removing such additional electrical equipment. This estimated cost will be a contribution in aid of construction payable in advance to the Company and subject to adjustment after removal of the required facilities. All Temporary/Construction services shall be subject to all of the applicable Rules, Regulations and Tariff charges of the Company, including Service Charges.

Forty-Ninth Revised Sheet No. 8.010
FLORIDA POWER & LIGHT COMPANY **Cancels Forty- Eighth Revised Sheet No. 8.010**

INDEX OF RATE SCHEDULES

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: January 2, 2013

GENERAL SERVICE - NON DEMAND

RATE SCHEDULE: GS-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a demand of 20 kW or less.

SERVICE:

Single phase, 60 hertz and at any available standard voltage. Three phase service will be provided without additional charge unless the Company's line extension policy is applicable thereto. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	$6.89
Non-Fuel Energy Charges:	
Base Energy Charge	4.688¢ per kWh
Conservation Charge	See Sheet No. 8.030
Capacity Payment Charge	See Sheet No. 8.030
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:	$6.89
Non-Metered Accounts:	A Customer Charge of $0.89 will apply to those accounts which are billed on an estimated basis and, at the Company's option, do not have an installed meter for measuring electric service. The minimum charge shall be $0.89.

SPECIAL PROVISIONS:

Energy used by commonly owned facilities of condominium, cooperative and homeowners' associations may qualify for the residential rate schedule as set forth on Sheet No. 8.211, Rider CU.

TERM OF SERVICE:

Not less than one (1) billing period.

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.

GENERAL SERVICE - NON DEMAND - TIME OF USE
(OPTIONAL)

RATE SCHEDULE: GST-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a demand of 20 kW or less. This is an optional rate available to General Service - Non Demand customers upon request subject to availability of meters.

SERVICE:

Single phase, 60 hertz and at any available standard voltage. Three phase service will be provided without additional charge unless the Company's line extension policy is applicable thereto. All service required on premises by Customer shall be furnished through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	$13.53	
Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	8.714¢ per kWh	2.886¢ per kWh
Conservation Charge	See Sheet No. 8.030	
Capacity Payment Charge	See Sheet No. 8.030	
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:	$13.53	

Initial service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter. The Customer's first bill will reflect the lesser of the charges under Rate Schedule GS-1 or GST-1.

If the Customer elects to make a lump sum payment to the Company for time of use metering costs of $398.40, then the Customer Charge and Minimum Charge shall be $6.89.

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. 8.104)

GENERAL SERVICE DEMAND

RATE SCHEDULE: GSD-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW and less than 500 kW. Customers with a Demand of 20 kW or less may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 21 kW.

SERVICE:

Single or three phase, 60 hertz and at any available 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:	$18.00
Demand Charges:	
Base Demand Charge	$7.00 per kW
Capacity Payment Charge	See Sheet No. 8.030, per kW
Conservation Charge	See Sheet No. 8.030, per kW
Non-Fuel Energy Charges:	
Base Energy Charge	1.721¢ 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 20 kW or less who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 21 kW times the Base Demand Charge; therefore the minimum charge is $165.00.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's thermal type meter or, at the Company's option, integrating type meter for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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.

GENERAL SERVICE DEMAND - TIME OF USE
(OPTIONAL)

RATE SCHEDULE: GSDT-1

AVAILABLE:
In all territory served.

APPLICATION:
For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW and less than 500 kW. Customers with Demands of less than 21 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 21 kW. This is an optional rate available to General Service Demand customers upon request subject to availability of meters.

SERVICE:
Single or three phase, 60 hertz and at any available 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:	$24.00	
Demand Charges:		
Base Demand Charge	$7.00 per kW of Demand occurring during the On-Peak period.	
Capacity Payment Charge	See Sheet No. 8.030, per kW of Demand occurring during the On-Peak period.	
Conservation Charge	See Sheet No. 8.030, per kW of Demand occurring during the On-Peak period.	
Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	3.661¢ per kWh	0.931¢ 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 21 kW who have entered an agreement for service under this schedule, the minimum charge shall be the Customer Charge plus 21 kW times the Base Demand Charge, therefore the minimum charge is $171.00.
If the Customer elects to make a lump sum payment to the Company for time of use metering costs of $360.00 the then Customer Charge and the Minimum Charge shall be $18.00 and $165.00, respectively.

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. 8.108)

GENERAL SERVICE CONSTANT USAGE

RATE SCHEDULE: GSCU-1

AVAILABLE:

In all territory served.

APPLICATION:

Available to General Service - Non Demand customers that maintain a relatively constant kWh usage, and a demand of 20 kW or less. Eligibility is restricted to General Service customers whose Maximum kWh Per Service Day, over the current and prior 23 months, is within 5% of their average monthly kWh per service days calculated over the same 24-month period. Customers under this Rate Schedule shall enter into a General Service Constant Use Agreement. This is an optional Rate Schedule available to General Service customers upon request.

SERVICE:

Single phase, 60 hertz and at any available standard voltage. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	$12.00
Non-Fuel Energy Charges:	
Base Energy Charge*	2.877¢ per Constant Usage kWh
Conservation Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030
Capacity Payment Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030
Environmental Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030
Additional Charges:	
Fuel Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.030
Storm Charge*	Same as the SL-2 Rate Schedule; see Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

* The fuel, storm and non-fuel energy charges will be assessed on the Constant Usage kWh

TERM OF SERVICE:

Initial term of service under this rate schedule shall be not less than one (1) billing period, unless there is a termination of service due to a Customer's violation of the General Service Constant Usage Agreement. Upon the Customer's violation of any of the terms of the General Service Constant Usage Agreement, service under this Rate Schedule will be terminated immediately. To terminate service, either party must provide thirty (30) days written notice to the other party prior to the desired termination date. Absent such notice, the term of service shall automatically be extended another billing period. In addition, if service under this Rate Schedule is terminated by either the Customer or the Company, the account may not resume service under this Rate Schedule for a period of at least one (1) year.

DEFINITIONS:

kWh Per Service Day – the total kWh in billing month divided by the number of days in the billing month

Maximum kWh Per Service Day - the highest kWh Per Service Day experienced over the current and prior 23 month billing periods

Constant Usage kWh – the Maximum kWh Per Service Day multiplied by the number of service days in the current billing period

(Continued on Sheet 8.123)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: January 2, 2013

RESIDENTIAL SERVICE

RATE SCHEDULE: RS-1

AVAILABLE:

In all territory served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU.

SERVICE:

Single phase, 60 hertz at available standard voltage. Three phase service may be furnished but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	$7.00
Non-Fuel Charges:	
Base Energy Charge:	
First 1,000 kWh	4.261¢ per kWh
All additional kWh	5.261¢ per kWh
Conservation Charge	See Sheet No. 8.030
Capacity Payment Charge	See Sheet No. 8.030
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Residential Load Management Program (if applicable)	See Sheet No. 8.207
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:	$7.00

TERM OF SERVICE:

Not less than one (1) billing period.

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.

RESIDENTIAL TIME OF USE RIDER – RTR-1
(OPTIONAL)

RIDER: RTR-1

AVAILABLE:
In all territory served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU. This is an optional rider available to residential customers served under the RS-1 Rate Schedule subject to availability of meters. Customers taking service under RTR-1 are not eligible for service under Rate Schedule RLP.

SERVICE:
Single phase, 60 hertz at available standard voltage. Three phase may be supplied but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

Initial service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter. The Customer's first bill will reflect the lesser of the charges under Rate Schedule RS-1 or RTR-1.

MONTHLY RATE:

Except for the Customer Charge, all rates and charges under Rate Schedule RS-1 shall apply. In addition, the RTR-1 Customer Charge, the RTR-1 Base Energy and Fuel Charges and Credits applicable to on and off peak usage shall apply.

Customer Charge:	$11.00	
Base Energy Charges/Credits:	On-Peak Period	Off-Peak Period
Base Energy Charge	8.142 ¢ per kWh	(3.622) ¢ per kWh
Additional Charges/Credits:		
RTR Fuel Charge/Credit	See Sheet No. 8.030	

Minimum: $11.00
If the Customer elects to make a lump sum payment to the Company for time of use metering costs of $240.00, then the Customer Charge and Minimum Charge shall be $7.00

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 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.

RESIDENTIAL SERVICE - TIME OF USE
(OPTIONAL) (Closed Schedule)

RATE SCHEDULE: RST-1

AVAILABLE:
In all territory served.

APPLICATION:

For service for all domestic purposes in individually metered dwelling units and in duplexes and triplexes, including the separately-metered non-commercial facilities of a residential Customer (i.e., garages, water pumps, etc.). Also for service to commonly-owned facilities of condominium, cooperative and homeowners' associations as set forth on Sheet No. 8.211, Rider CU. This is an optional rate available to residential customers, provided the customer was taking service pursuant to this schedule as of December 31, 2012.

SERVICE:
Single phase, 60 hertz at available standard voltage. Three phase may be supplied but only under special arrangements. All residential service required on the premises by Customer shall be supplied through one meter. Resale of service is not permitted hereunder.

Initial service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the time of use meter. The Customer's first bill will reflect the lesser of the charges under Rate Schedule RS-1 or RST-1.

MONTHLY RATE:

Customer Charge:	$11.00	
Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	12.735¢ per kWh	0.971¢ per kWh
Conservation Charge	See Sheet No. 8.030	
Capacity Payment Charge	See Sheet No. 8.030	
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:	$11.00	

If the Customer elects to make a lump sum payment to the Company for time of use metering costs of $240.00, then the Customer Charge and Minimum Charge shall be $7.00.

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 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. 8.206)

Twenty-Fourth Revised Sheet No. 8.310
FLORIDA POWER & LIGHT COMPANY **Cancels Twenty-Third Revised Sheet No. 8.310**

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE: GSLD-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer with a measured demand of 500 kW and less than 2,000 kW. Customers with demands of 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 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:	$55.00
Demand Charges:	
Base Demand Charge	$8.00 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	1.273¢ per kWh
Environmental Charge	See Sheet No. 8.030
Additional Charges:	
Fuel Charges	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 $4,055.00.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's thermal type meter or, at the Company's option, integrating type meter for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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: S. E. Romig, Director, Rates and Tariffs
Effective: January 2, 2013

GENERAL SERVICE LARGE DEMAND - TIME OF USE
(OPTIONAL)

RATE SCHEDULE GSLDT-1

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer with a measured demand of 500 kW and less than 2,000 kW. Customers with demands of less than 500 kW may enter an agreement for service under this schedule based on a Demand Charge for a minimum of 500 kW. This is an optional rate available to General Service Large Demand customers upon request subject to availability of meters.

SERVICE:

Single or three phase, 60 hertz and at any available 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:	$55.00	
Demand Charges:		
Base Demand Charge	$8.00 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:	On-Peak Period	Off-Peak Period
Base Energy Charge	2.118¢ per kWh	0.921¢ 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 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 $4,055.00.

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 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. 8.321)

CURTAILABLE SERVICE
(OPTIONAL)

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. 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 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:	$80.00
Demand Charges:	
Base Demand Charge	$8.00 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	1.273¢ 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 $4,080.00.

CURTAILMENT CREDITS:
A monthly credit of $1.72 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 $1.72/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 $3.70/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)

CURTAILABLE SERVICE - TIME OF USE
(OPTIONAL)

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. 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 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:	$80.00	
Demand Charges:		
Base Demand Charge	$8.00 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:	On-Peak Period	Off-Peak Period
Base Energy Charge	2.118¢ per kWh	0.921¢ 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 $4,080.00.

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 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. 8.341)

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE: GSLD-2

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer with a measured demand of 2,000 kW or more. 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 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:	$195.00
Demand Charges:	
Base Demand Charge	$8.30 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	1.146¢ 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 $16,795.00.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment, for the 30-minute period of the Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

FLORIDA POWER & LIGHT COMPANY

Twenty-Fourth Revised Sheet No. 8.420
Cancels Twenty-Third Revised Sheet No. 8.420

GENERAL SERVICE LARGE DEMAND - TIME OF USE
(OPTIONAL)

RATE SCHEDULE: GSLDT-2

AVAILABLE:

In all territory served.

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer who has established a measured demand of 2,000 kW or more. 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:

Three phase, 60 hertz and at any available standard secondary or 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:	$195.00	
Demand Charges:		
Base Demand Charge	$8.30 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:	On-Peak Period	Off-Peak Period
Base Energy Charge	1.816¢ per kWh	0.893¢ 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 $16,795.00.

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 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. 8.421)

Issued by: S.E. Romig, Director, Rates and Tariffs
Effective: January 2, 2013

HIGH LOAD FACTOR – TIME OF USE
(OPTIONAL)

RATE SCHEDULE: HLFT

AVAILABLE:
In all territory served.

APPLICATION:
For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW. This is an optional rate schedule available to customers otherwise served under the GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, or GSLDT-2 Rate Schedules.

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

MONTHLY RATE:

Annual Maximum Demand	HLFT-1 21-499 kW	HLFT-2 500-1,999 kW	HLFT-3 2,000 kW or greater
Customer Charge:	$24.00	$55.00	$195.00
Demand Charges:			
On-peak Demand Charge	$8.40	$8.50	$8.50
Maximum Demand Charge	$1.90	$2.00	$2.00
Capacity Payment Charge	See Sheet No. 8.030, per kW of On-Peak Demand		
Conservation Charge	See Sheet No. 8.030, per kW of On-Peak Demand		
Non-Fuel Energy Charges:			
On-Peak Period per kWh	1.439¢	0.789¢	0.722¢
Off-Peak Period per kWh	0.931¢	0.789¢	0.722¢
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 Charge: The Customer Charge plus the currently effective Demand Charges.

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. 8.426)

CURTAILABLE SERVICE
(OPTIONAL)

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. 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 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:	$220.00
Demand Charges:	
Base Demand Charge	$8.30 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	1.146¢ 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 $16,820.00.

CURTAILMENT CREDITS:

A monthly credit of -$1.72 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 $1.72/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 $3.70/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)

CURTAILABLE SERVICE - TIME OF USE
(OPTIONAL)

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. 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 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:	$220.00	
Demand Charges:		
Base Demand Charge	$8.30 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:	On-Peak Period	Off-Peak Period
Base Energy Charge	1.816¢ per kWh	0.893¢ 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 $16,820.00.

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 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)

CURTAILABLE SERVICE - TIME OF USE
(OPTIONAL)

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.

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:	$1,466.88	
Demand Charges:		
Base Demand Charge	$6.32 per kW of Demand occurring during the On-Peak Period.	
Capacity Payment Charge	See Sheet No. 8.030.1	
Conservation Charge	See Sheet No. 8.030.1	
Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	0.929¢ per kWh	0.794¢ per kWh
Environmental Charge	See Sheet No. 8.030.1	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030.1	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.031	

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 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. 8.543)

CURTAILABLE SERVICE
(OPTIONAL)

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.

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:	$1,466.88
Demand Charges:	
Base Demand Charge	$6.32 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030.1
Conservation Charge	See Sheet No. 8.030.1
Non-Fuel Energy Charges:	
Base Energy Charge	0.830¢ per kWh
Environmental Charge	See Sheet No. 8.030.1
Additional Charges:	
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

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

CURTAILMENT CREDITS:
A monthly credit of $1.72 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 $1.72/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 $3.70/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)

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE: GSLD-3

AVAILABLE:

In all territory served.

APPLICATION:

For service to commercial or industrial Customer installations when the Demand of each installation is at least 2,000 kW at the available transmission voltage of 69 kV or higher.

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:	$1,441.88
Demand Charges:	
Base Demand Charge	$6.32 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030.1
Conservation Charge	See Sheet No. 8.030.1
Non-Fuel Energy Charges:	
Base Energy Charge	0.830¢ per kWh
Environmental Charge	See Sheet No. 8.030.1
Additional Charges:	
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

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

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment for the 30-minute period of the Customer's greatest use during the month as adjusted for power factor.

TERM OF SERVICE:

Not less than one year.

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.

GENERAL SERVICE LARGE DEMAND - TIME OF USE
(OPTIONAL)

RATE SCHEDULE: GSLDT-3

AVAILABLE:
In all territory served.

APPLICATION:
For electric service required for commercial or industrial lighting, power and any other purpose to any Customer who has established a measured demand of 2,000 kW or more. Customers with demands of less than 2,000 kW may enter an agreement for service under this schedule based on a minimum demand charge of 2,000 kW times the maximum demand charge at the available transmission voltage of 69 kV or higher.

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:	$1,441.88	
Demand Charges:		
Base Demand Charge	$6.32 per kW of Demand occurring during the On-Peak Period.	
Capacity Payment Charge	See Sheet No. 8.030.1	
Conservation Charge	See Sheet No. 8.030.1	
Non-Fuel Energy Charges:	On-Peak Period	Off-Peak Period
Base Energy Charge	0.929¢ per kWh	0.794¢ per kWh
Environmental Charge	See Sheet No. 8.030.1	
Additional Charges:		
Fuel Charge	See Sheet No. 8.030.1	
Storm Charge	See Sheet No. 8.040	
Franchise Fee	See Sheet No. 8.031	
Tax Clause	See Sheet No. 8.031	

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 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. 8.553)

FLORIDA POWER & LIGHT COMPANY

Thirty-Fourth Revised Sheet No. 8.602
Cancels Thirty-Third Revised Sheet No. 8.602

SPORTS FIELD SERVICE
(Closed Schedule)

RATE SCHEDULE: OS-2

AVAILABLE:

In all territory served.

APPLICATION:

This is a transitional rate available to municipal, county and school board accounts for the operation of a football, baseball or other playground, or civic or community auditorium, when all such service is taken at the available primary distribution voltage at a single point of delivery and measured through one meter, and who were active as of October 4, 1981. Customer may also elect to receive service from other appropriate rate schedules.

LIMITATION OF SERVICE:

Offices, concessions, businesses or space occupied by tenants, other than areas directly related to the operations above specified, are excluded hereunder and shall be separately served by the Company at utilization voltage. Not applicable when Rider TR is used.

MONTHLY RATE:

Customer Charge:	$103.00
Non-Fuel Energy Charges:	
Base Energy Charge	5.943¢ per kWh
Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Additional Charges:	
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031
Minimum Charge:	$103.00

TERM OF SERVICE:

Pending termination by Florida Public Service Commission Order.

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: S. E. Romig, Director, Rates and Tariffs
Effective: January 2, 2013

METROPOLITAN TRANSIT SERVICE

RATE SCHEDULE: MET

AVAILABLE:

For electric service to Metropolitan Dade County Electric Transit System (METRORAIL) at each point of delivery required for the operation of an electric transit system on continuous and contiguous rights-of-way.

APPLICATION:

Service to be supplied will be three phase, 60 hertz and at the standard primary voltage of 13,200 volts. All service required by Customer at each separate point of delivery served hereunder shall be furnished through one meter reflecting delivery at primary voltage. Resale of service is not permitted hereunder. Rider TR or a voltage discount is not applicable.

MONTHLY RATE:

Customer Charge:	$400.00
Demand Charges:	
Base Demand Charge	$10.07 per kW of Demand
Capacity Payment Charge	See Sheet No. 8.030.1
Conservation Charge	See Sheet No. 8.030.1
Non-Fuel Energy Charges:	
Base Energy Charge	1.479¢ per kWh
Environmental Charge	See Sheet No. 8.030.1
Additional Charges:	
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

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

DEMAND:

The billing Demand is the kW, at each point of delivery, to the nearest whole kW, as determined from the Company's recording type metering equipment, for the period coincident with the 30-minute period of the electric rail transit system's greatest use supplied by the Company during the month adjusted for power factor.

BILLING:

Each point of delivery shall be separately billed according to the monthly charges as stated herein. All billing units related to charges under this rate schedule shall be determined from metering data on a monthly basis and determined for each point of delivery on the same monthly billing cycle day.

TERMS OF SERVICE

Not less than one year.

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.

(Continued from Sheet No. 8.650)

MONTHLY RATE:

Delivery Voltage Level	Distribution below 69 kV		69 kV & above
	CILC-1(G)	CILC-1(D)	CILC-1(T)
Maximum Demand Level	200-499 kW	500 kW & above	
Customer Charge:	$100.00	$150.00	$1,975.00
Demand Charges:			
Base Demand Charges:			
per kW of Maximum Demand	$3.40	$3.10	None
per kW of Load Control On-Peak Demand	$1.30	$1.30	$1.30
per kW of Firm On-Peak Demand	$7.31	$7.11	$7.25

Capacity Payment and Conservation Charge:
- CILC-1(G) See Sheet No. 8.030.1
- CILC-1(D) See Sheet No. 8.030.1
- CILC-1(T) See Sheet No. 8.030.1

Non-Fuel Energy Charges:			
Base Energy Charges:			
On-Peak Period charge per kWh	1.269¢	0.732¢	0.651¢
Off-Peak Period charge per kWh	1.269¢	0.732¢	0.651¢
Environmental Charge See Sheet No. 8.030.1			

Additional Charges:
- Fuel Charge See Sheet No. 8.030.1
- Storm Charge See Sheet No. 8.040
- Franchise Fee See Sheet No. 8.031
- Tax Clause See Sheet No. 8.031

Minimum: The Customer Charge plus the Base Demand Charges.

(Continued on Sheet No. 8.652)

COMMERCIAL/INDUSTRIAL DEMAND REDUCTION RIDER (CDR)
(OPTIONAL)

AVAILABLE:

In all territory served. Available to any commercial or industrial customer receiving service under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT through the execution of a Commercial/Industrial Demand Reduction Rider Agreement in which the load control provisions of this rider can feasibly be applied.

LIMITATION OF AVAILABILITY:

This Rider may be modified or withdrawn subject to determinations made under Commission Rules 25-17.0021(4), F.A.C., Goals for Electric Utilities and 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

For electric service provided to any commercial or industrial customer receiving service under Rate Schedule GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT who as a part of the Commercial/Industrial Demand Reduction Rider Agreement between the Customer and the Company, agrees to allow the Company to control at least 200 kW of the Customer's load, or agrees to operate Backup Generation Equipment (see Definitions) and designate (if applicable) additional controllable demand to serve at least 200 kW of the Customer's own load during periods when the Company is controlling load. A Customer shall enter into a Commercial/Industrial Reduction Demand Rider Agreement with the Company to be eligible for this Rider. To establish the initial qualification for this Rider, the Customer must have had a Utility Controlled Demand during the summer Controllable Rating Period (April 1 through October 31) for at least three out of seven months of at least 200 kW greater than the Firm Demand level specified in Section 4 of the Commercial/Industrial Demand Reduction Rider Agreement. The Utility Controlled Demand shall not be served on a firm service basis until service has been terminated under this Rider.

LIMITATION OF SERVICE:

Customers participating in the General Service Load Management Program (FPL "Business On Call" Program) are not eligible for this Rider.

MONTHLY RATE:

All rates and charges under Rate Schedules GSD-1, GSDT-1, GSLD-1, GSLDT-1, GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, HLFT shall apply. In addition, the applicable Monthly Administrative Adder and Utility Controlled Demand Credit shall apply.

MONTHLY ADMINISTRATIVE ADDER:

Rate Schedule	Adder
GSD-1	$75.00
GSDT-1, HLFT (21-499 kW)	$75.00
GSLD-1, GSLDT-1, HLFT (500-1,999 kW)	$125.00
GSLD-2, GSLDT-2, HLFT (2,000 kW or greater)	$50.00
GSLD-3, GSLDT-3	$475.00

UTILITY CONTROLLED DEMAND CREDIT:

A monthly credit of $7.30 per kW is allowed based on the Customer's Utility Controlled Demand.

UTILITY CONTROLLED DEMAND:

The Utility Controlled Demand for a month in which there are no load control events during the Controllable Rating Period shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period, divided by the total number of hours in the applicable Controllable Rating Period, less the Customer's Firm Demand.

In the event of Load Control occurring during the Controllable Rating Period, the Utility Controlled Demand shall be the sum of the Customer's kWh usage during the hours of the applicable Controllable Rating Period less the sum of the Customer's kWh usage during the Load Control Period, divided by the number of non-load control hours occurring during the applicable Controllable Rating Period, less the Customer's Firm Demand.

(Continued on Sheet No. 8.681)

(Continued from Sheet No. 8.681)

PROVISIONS FOR ENERGY USE DURING CONTROL PERIODS:

Customers notified of a load control event should not exceed their Firm Demand during periods when the Company is controlling load. However, electricity will be made available during control periods if the Customer's failure to meet its Firm Demand is a result of one of the following conditions:

1. Force Majeure events (see Definitions) which can be demonstrated to the satisfaction of the Company, or

2. maintenance of generation equipment necessary for the implementation of load control which is performed at a pre-arranged time and date mutually agreeable to the Company and the Customer (See Special Provisions), or

3. adding firm load that was not previously non-firm load to the Customer's facility, or

4. an event affecting local, state or national security, or

5. an event whose nature requires that space launch activities be placed in the critical mode (requiring a closed-loop configuration of FPL's transmission system) as designated and documented by the NASA Test Director at Kennedy Space Center and/or the USAF Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (in excess of the Firm Demand) for the conditions listed above will be billed pursuant to the Continuity of Service Provision. For periods during which power under the Continuity of Service Provision is no longer available, the Customer will be billed, in addition to the normal charges provided hereunder, the greater of the Company's As-Available Energy cost, or the most expensive energy (calculated on a cents per kilowatt-hour basis) that FPL is purchasing or selling during that period, less the applicable class fuel charge. As-Available Energy cost is the cost calculated for Schedule COG-1 in accordance with FPSC Rule 25-17.0825, F.A.C.

If the Company determines that the Customer has utilized one or more of the exceptions above in an excessive manner, the Company will terminate service under this rider as described in TERM OF SERVICE.

If the Customer exceeds the Firm Demand during a period when the Company is controlling load for any reason other than those specified above, then the Customer will be:

1. billed a $7.30 charge per kW of excess kW for the prior sixty (60) months or the number of months the Customer has been billed under this rider, whichever is less, and

2. billed a penalty charge of $0.99 per kW of excess kW for each month of rebilling.

Excess kW for rebilling and penalty charges is determined by taking the difference between the Customer's kWh usage during the load control period divided by the number of hours in the load control period and the Customer's "Firm Demand". The Customer will not be rebilled or penalized twice for the same excess kW in the calculation described above.

(Continued on Sheet No. 8.683)

(Continued from Sheet No. 8.683)

In the event the Customer pays the Charges for Early Termination because no replacement Customer(s) is (are) available as specified in paragraph d. above, but the replacement Customer(s) does(do) become available within twelve (12) months from the date of termination of service under this Rider or FPL later determines that there is no need for the MW reduction in accordance with the FPL Numeric Commercial/Industrial Conservation Goals, then the Customer will be refunded all or part of the rebilling and penalty in proportion to the amount of MW obtained to replace the lost capacity less the additional cost incurred by the Company to serve those MW during any load control periods which may occur before the replacement Customer(s) became available.

Charges for Early Termination:

In the event that:

a) service is terminated by the Company for any reason(s) specified in this section, or

b) there is a termination of the Customer's existing service and, within twelve (12) months of such termination of service, the Company receives a request to re-establish service of similar character under a firm service or a curtailable service rate schedule, or under this rider with a shift from non-firm load to firm service,

   i) at a different location in the Company's service area, or

   ii) under a different name or different ownership, or

   iii) under other circumstances whose effect would be to increase firm demand on the Company's system without the requisite five (5) years' advance written notice, or

c) the Customer transfers the controllable portion of the Customer's load to "Firm Demand" or to a firm or a curtailable service rate schedule without providing at least five (5) years' advance written notice,

then the Customer will be:

1. rebilled $7.30 per kW of Utility Controlled Demand for the shorter of (a) the most recent prior sixty (60) months during which the Customer was billed for service under this Rider, or (b) the number of months the Customer has been billed under this Rider, and

2. billed a penalty charge of $0.99 per kW of Utility Controlled Demand times the number of months rebilled in No. 1 above.

SPECIAL PROVISIONS:

1. Control of the Customer's load shall be accomplished through the Company's load management systems by use of control circuits connected directly to the Customer's switching equipment or the Customer's load may be controlled by use of an energy management system where the firm demand level can be established or modified only by means of joint access by the Customer and the Company.

2. The Customer shall grant the Company reasonable access for installing, maintaining, inspecting, testing and/or removing Company-owned load control equipment.

3. It shall be the responsibility of the Customer to determine that all electrical equipment to be controlled is in good repair and working condition. The Company will not be responsible for the repair, maintenance or replacement of the Customer's electrical equipment.

4. The Company is not required to install load control equipment if the installation cannot be economically justified.

5. Credits under this Rider will commence after the installation, inspection and successful testing of the load control equipment.

6. Maintenance of equipment (including generators) necessary for the implementation of load control will not be scheduled during periods where the Company projects that it would not be able to withstand the loss of its largest unit and continue to serve firm service customers.

(Continued on Sheet No. 8.685)

(Continued from Sheet No. 8.715)

REMOVAL OF FACILITIES:

If Street Lighting facilities are removed either by Customer request or termination or breach of the agreement, the Customer shall pay FPL an amount equal to the original installed cost of the removed facilities less any salvage value and any depreciation (based on current depreciation rates as approved by the Florida Public Service Commission) plus removal cost.

MONTHLY RATE:

Luminaire Type		Lamp Size Initial Lumens	Lamp Size Initial Watts	kWh/Mo. Estimate	Charge for FPL-Owned Unit ($) Fixtures	Mainte-nance	Energy Non-Fuel **	Total ***	Charge for Customer-Owned Unit $) Relamping/Energy ****	Energy Only
High Pressure Sodium Vapor		6,300	70	29	$3.46	1.62	0.70	5.78	2.35	0.70
" "		9,500	100	41	$3.52	1.63	0.99	6.14	2.65	0.99
" "		16,000	150	60	$3.63	1.66	1.44	6.73	3.13	1.44
" "		22,000	200	88	$5.50	2.12	2.12	9.74	4.25	2.12
" "		50,000	400	168	$5.56	2.13	4.05	11.74	6.19	4.05
	*	12,800	150	60	$3.78	1.86	1.44	7.08	3.30	1.44
" "	*	27,500	250	116	$5.85	2.31	2.79	10.95	5.10	2.79
" "	*	140,000	1,000	411	$8.80	4.14	9.90	22.84	14.12	9.90
Mercury Vapor	*	6,000	140	62	$2.73	1.46	1.49	5.68	2.98	1.49
" "	*	8,600	175	77	$2.77	1.46	1.85	6.08	3.34	1.85
" "	*	11,500	250	104	$4.63	2.11	2.50	9.24	4.65	2.50
" "	*	21,500	400	160	$4.61	2.07	3.85	10.53	5.96	3.85
" "	*	39,500	700	272	$6.52	3.52	6.55	16.59	10.07	6.55
" "	*	60,000	1,000	385	$6.67	3.44	9.27	19.38	12.77	9.27
Incandescent	*	1,000	103	36				6.91	4.17	0.87
"	*	2,500	202	71				7.32	5.03	1.71
"	*	4,000	327	116				8.76	6.21	2.79
Fluorescent	*	19,800	300	122				-	4.70	2.94

* These units are closed to new FPL installations.
** The non-fuel energy charge is 2.408¢ per kWh.
*** Bills rendered based on "Total" charge. Unbundling of charges is not permitted.
**** New Customer installations of those units closed to FPL installations cannot receive relamping service.

Charges for other FPL-owned facilities:

Wood pole used only for the street lighting system	$4.19
Concrete pole used only for the street lighting system	$5.76
Fiberglass pole used only for the street lighting system	$6.81
Steel pole used only for the street lighting system *	$5.76
Underground conductors not under paving	3.29¢ per foot
Underground conductors under paving	8.05¢ per foot

The Underground conductors under paving charge will not apply where a CIAC is paid pursuant to section "a)" under "Customer Contributions." The Underground conductors not under paving charge will apply in these situations.

(Continued on Sheet No. 8.717)

(Continued from Sheet No. 8.716)

On Customer-owned Street Lighting Systems, where Customer contracts to relamp at no cost to FPL, the Monthly Rate for non-fuel energy shall be 2.408¢ per kWh of estimated usage of each unit plus adjustments. On Street Lighting Systems, where the Customer elects to install Customer-owned monitoring systems, the Monthly Rate for non-fuel energy shall be 2.408¢ per kWh of estimated usage of each monitoring unit plus adjustments. The minimum monthly kWh per monitoring device will be 1 kilowatt-hour per month, and the maximum monthly kWh per monitoring device will be 5 kilowatt-hours per month.

During the initial installation period:
Facilities in service for 15 days or less will not be billed;
Facilities in service for 16 days or more will be billed for a full month.

WILLFUL DAMAGE:

Upon the second occurrence of willful damage to any FPL-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, FPL will:

a) Replace the fixture with a shielded cutoff cobrahead. The Customer shall pay $280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed after the first occurrence, the Customer shall only pay the $280.00 cost of the shield; or

b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the costs specified under "Removal of Facilities"; or

c) Terminate service to the fixture.

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

Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

TERM OF SERVICE:

Initial term of ten (10) years with automatic, successive five (5) year extensions unless terminated in writing by either FPL or the Customer at least ninety (90) days prior to the current term's expiration.

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: S. E. Romig, Director, Rates and Tariffs
Effective: January 2, 2013

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 will pay for the facilities in a lump sum in advance of construction. The amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of 1.1941. 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, for Customer's who have executed a Premium Lighting Agreement before March 1, 2010:
10 years payment option:	1.362% of total work order cost.
20 years payment option:	0.925% 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	2.408¢/kWh
Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

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.

Ten (10) Years Payment Option	Termination Factor	Twenty (20) Years Payment Option	Termination Factor
1	1.1941	1	1.1941
2	1.0306	2	1.0831
3	0.9473	3	1.0563
4	0.8575	4	1.0275
5	0.7608	5	0.9965
6	0.6565	6	0.9630
7	0.5441	7	0.9269
8	0.4230	8	0.8880
9	0.2924	9	0.8461
10	0.1517	10	0.8009
>10	0.0000	11	0.7523
		12	0.6998
		13	0.6432
		14	0.5823
		15	0.5166
		16	0.4458
		17	0.3695
		18	0.2872
		19	0.1985
		20	0.1030
		>20	0.0000

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.

OUTDOOR LIGHTING

RATE SCHEDULE OL-1

AVAILABLE:

In all territory served.

APPLICATION:

For year-round outdoor security lighting of yards, walkways and other areas. Lights to be served hereunder shall be at locations which are easily and economically accessible to Company equipment and personnel for construction and maintenance.

It is intended that Company-owned security lights will be installed on existing Company-owned electric facilities, or short extension thereto, in areas where a street lighting system is not provided or is not sufficient to cover the security lighting needs of a particular individual or location. Where more extensive security lighting is required, such as for large parking lots or other commercial areas, the Customer will provide the fixtures, supports and connecting wiring; the Company will connect to the Customer's system and provide the services indicated below.

SERVICE:

Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day, and maintenance of Company-owned facilities. The Company will replace all burned-out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities.

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:

This schedule is not available for service normally supplied on the Company's standard street lighting schedules. Company-owned facilities will be installed only on Company-owned poles. Customer-owned facilities will be installed only on Customer-owned poles. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source. Stand-by or resale service not permitted hereunder.

MONTHLY RATE:

Luminaire Type		Lamp Size Initial Lumens/Watts		KWH/Mo. Estimate	Charge for Company-Owned Unit ($)				Charge for Customer-Owned Unit ($)	
					Fixtures	Maintenance	Energy Non-Fuel **	Total	Relamping/ Energy	Energy Only
High Pressure Sodium Vapor		6,300	70	29	4.49	1.64	0.70	6.83	2.34	0.70
" "		9,500	100	41	4.59	1.64	1.00	7.23	2.64	1.00
" "		16,000	150	60	4.75	1.67	1.46	7.88	3.13	1.46
" "		22,000	200	88	6.91	2.16	2.14	11.21	4.30	2.14
" "		50,000	400	168	7.35	2.13	4.08	13.56	6.21	4.08
" "	*	12,000	150	60	5.10	1.91	1.46	8.47	3.37	1.46
Mercury Vapor	*	6,000	140	62	3.45	1.48	1.51	6.44	2.99	1.51
" "	*	8,600	175	77	3.47	1.48	1.87	6.82	3.35	1.87
" "	*	21,500	400	160	5.68	2.08	3.89	11.65	5.97	3.89

* These units are closed to new Company installations.

** The non-fuel energy charge is 2.431¢ per kWh.

(Continued on Sheet No. 8.726)

(Continued from Sheet No. 8.725)

Charges for other Company-owned facilities:

Wood pole and span of conductors:	$8.62
Concrete pole and span of conductors:	$11.64
Fiberglass pole and span of conductors:	$13.67
Steel pole used only for the street lighting system *	$11.64
Underground conductors (excluding trenching)	$0.069 per foot
Down-guy, Anchor and Protector	$8.31

For Customer-owned outdoor lights, where the Customer contracts to relamp at no cost to FPL, the monthly rate for non-fuel energy shall be 2.431¢ per kWh of estimated usage of each unit plus adjustments.

Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Clause	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

TERM OF SERVICE:

Not less than one year. In the event the Company installs any facilities for which there is an added monthly charge, the Term of Service shall be for not less than three years.

If the Customer terminates service before the expiration of the initial term of the agreement, the Company may require reimbursement for the total expenditures made to provide such service, plus the cost of removal of the facilities installed less the salvage value thereof, and less credit for all monthly payments made for Company-owned facilities.

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.

COMPANY-OWNED FACILITIES:

Company-owned luminaires normally will be mounted on Company's existing distribution poles and served from existing overhead wires. The Company will provide one span of secondary conductor from existing secondary facilities to a Company-owned light at the Company's expense. When requested by the Customer, and at the option of the Company, additional spans of wire or additional poles or underground conductors may be installed by the Company upon agreement by the Customer to use the facilities for a minimum of three years and pay each month the charges specified under MONTHLY RATE.

The Customer will make a lump sum payment for the cost of changes in the height of existing poles or the installation of additional poles in the Company's distribution lines or the cost of any other facilities required for the installation of lights to be served hereunder.

At the Customer's request, the Company will upgrade to a higher level of illumination without a service charge when the changes are consistent with good engineering practices. The Customer will pay the Company the net costs incurred in making other lamp size changes. In all cases where luminaires are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer's request upon payment by the Customer of the costs of removal and reinstallation.

The Company will not be required to install equipment at any location where the service may be objectionable to others. If it is found after installation that the light is objectionable, the Company may terminate the service.

(Continued on Sheet No. 8.727)

(Continued from Sheet No. 8.726)

When the Company relocates or removes its facilities to comply with governmental requirements, or for any other reason, either the Company or the Customer shall have the right, upon written notice, to discontinue service hereunder without obligation or liability.

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

CUSTOMER-OWNED FACILITIES:

Customer-owned luminaires and other facilities will be of a type and design specified by the Company to permit servicing and lamp replacement at no abnormal cost. The Customer will provide all poles, fixtures, initial lamps and controls, and circuits up to the point of connection to the Company's supply lines, and an adequate support for the Company-owned service conductors.

The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer.

DEFINITIONS:

A "Luminaire," as defined by the Illuminating Engineering Society, is a complete lighting unit consisting of a lamp (bulb), together with parts designed to distribute the light, to position and protect the lamp, and connect the lamp to the power supply.

A "Conventional" luminaire is supported by a bracket that is mounted on the side of an ordinary wood pole or an ornamental pole. This is the only type of luminaire offered where service is to be supplied from overhead conductors, although this luminaire may also be used when service is supplied from underground conductors.

A "Contemporary" luminaire is of modern design and is mounted on top of an ornamental pole. Underground conductors are required.

A "Traditional" luminaire resembles an Early American carriage lantern and is mounted on top of a pole. It requires an ornamental pole and underground conductors to a source of supply.

An "Ornamental" pole is one made of concrete or fiberglass.

FLORIDA POWER & LIGHT COMPANY

Thirty-Sixth Revised Sheet No. 8.730
Cancels Thirty-Fifth Revised Sheet No. 8.730

TRAFFIC SIGNAL SERVICE

RATE SCHEDULE: SL-2

AVAILABLE:

In all territory served.

APPLICATION:

Service for traffic signal lighting where the signal system and the circuit to connect with Company's existing supply lines are installed, owned and maintained by Customer.

SERVICE:

Single phase, 60 hertz and approximately 120/240 volts or higher, at Company's option.

MONTHLY RATE:

Non-Fuel Energy Charges:

Base Energy Charge	3.906¢ per kWh
Conservation Charge	See Sheet No. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1

Additional Charges:

Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

Minimum: $2.88 at each point of delivery.

Note: During the initial installation period of facilities:
Lights and facilities in service for 15 days or less will not be billed;
Lights and facilities in service for 16 days or more will be billed for a full month.

CALCULATED USAGE:

The Calculated Usage at each point of delivery shall be determined by operating tests or utilization of manufacturers' ratings and specifications. The monthly operation shall be based on a standard of 730 hours; however, that portion of the operation which is on a noncontinuous basis shall be adjusted to reflect such operation.

TERM OF SERVICE:

Not less than one (1) billing period.

NOTICE OF CHANGES:

The Customer shall notify the Company at least 30 days prior to any change in rating of the equipment served or the period of operation.

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: S. E. Romig, Director, Rates and Tariffs
Effective: January 2, 2013

RECREATIONAL LIGHTING

(Closed Schedule)

RATE SCHEDULE: RL-1

AVAILABLE:

In all territory served. Available to any customer, who, as of January 16, 2001, was either taking service pursuant to this schedule or had a fully executed Recreational Lighting Agreement with the Company.

APPLICATION:

For FPL-owned facilities for the purpose of lighting community recreational areas. This includes, but is not limitied 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 will pay for the facilities in a lump sum in advance of construction. The amount will be the Company's total work order cost for these facilities times the Present Value Revenue Requirement (PVRR) multiplier of 1.1941. 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:	1.362% of total work order cost.*
20 years payment option:	0.925% of total work order cost.*

- Both (10) ten and (20) twenty year payment options are closed to new service, and are only available for the duration of the term of service of those customers that have fully executed a Recreational Lighting Agreement with the Company before January 16, 2001.

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. 8.030.1
Capacity Payment Charge	See Sheet No. 8.030.1
Environmental Charge	See Sheet No. 8.030.1
Fuel Charge	See Sheet No. 8.030.1
Storm Charge	See Sheet No. 8.040
Franchise Fee	See Sheet No. 8.031
Tax Clause	See Sheet No. 8.031

MINIMUM MONTHLY BILL:

As provided in the otherwise applicable rate schedule, plus the Facilities Maintenance and Billing charges.

(Continued on Sheet No. 8.745)

(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.

Ten (10) Years Payment Option	Termination Factor	Twenty (20) Years Payment Option	Termination Factor
1	1.1941	1	1.1941
2	1.0306	2	1.0831
3	0.9473	3	1.0563
4	0.8575	4	1.0275
5	0.7608	5	0.9965
6	0.6565	6	0.9630
7	0.5441	7	0.9269
8	0.4230	8	0.8880
9	0.2924	9	0.8461
10	0.1517	10	0.8009
>10	0.0000	11	0.7523
		12	0.6998
		13	0.6432
		14	0.5823
		15	0.5166
		16	0.4458
		17	0.3695
		18	0.2872
		19	0.1985
		20	0.1030
		>20	0.0000

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.

STANDBY AND SUPPLEMENTAL SERVICE

RATE SCHEDULE: SST-1

AVAILABLE:

In all territory served by the Company. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

APPLICATION:

For electric service to any Customer, at a point of delivery, whose electric service requirements for the Customer's load are supplied or supplemented from the Customer's generation equipment at that point of service and require standby and/or supplemental service. For purposes of determining applicability of this rate schedule, the following definitions shall be used:

(1) "Standby Service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by the Customer's own generation equipment during periods of either scheduled (maintenance) or unscheduled (backup) outages of all or a portion of the Customer's generation.

(2) "Supplemental Service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

A Customer is required to take service under this rate schedule if the Customer's total generation capacity is more than 20% of the Customer's total electrical load and the Customer's generators are not for emergency purposes only.

Customers taking service under this rate schedule shall enter into a Standby and Supplemental Service Agreement ("Agreement"); however, failure to execute such an agreement will not pre-empt the application of this rate schedule for service.

SERVICE:

Three phase, 60 hertz, and at the available standard voltage. All service supplied by the Company shall be furnished through one metering point. Resale of service is not permitted hereunder.

Transformation Rider - TR, Sheet No. 8.820, does not apply to Standby Service.

MONTHLY RATE:

STANDBY SERVICE

Delivery Voltage:		Below 69 kV		69kV & Above
	SST-1(D1)	SST-1(D2)	SST-1(D3)	SST-1(T)
Contract Standby Demand:	Below 500 kW	500 to 1,999 kW	2,000 kW & Above	All Levels
Customer Charge:	$100.00	$100.00	$375.00	$1,451.71
Demand Charges:				
Base Demand Charges:				
Distribution Demand Charge per kW of Contract Standby Demand	$2.70	$2.70	$2.70	none
Reservation Demand Charge per kW	$1.00	$1.00	$1.00	$1.03
Daily Demand Charge per kW for each daily maximum On-Peak Standby Demand	$0.49	$0.49	$0.49	$0.29

Capacity Payment and Conservation Charges See Sheet No. 8.030.1

(Continued on Sheet No. 8.751)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: January 2, 2013

(Continued from Sheet No. 8.750)

Delivery Voltage:		Below 69 kV			69 kV & Above
		SST-1(D1)	SST-1(D2)	SST-1(D3)	SST-1(T)
Contract Standby Demand:		Below 500 kW	500 to 1,999 kW	2,000 kW & Above	All Levels
Non-Fuel Energy Charges:					
Base Energy Charges:					
On-Peak Period charge per kWh		0.876¢	0.876¢	0.876¢	0.852¢
Off-Peak Period charge per kWh		0.876¢	0.876¢	0.876¢	0.852¢
Environmental Charge	See Sheet No. 8.030.1				
Additional Charges:					
Fuel Charge	See Sheet No. 8.030.1				
Storm Charge	See Sheet No. 8.040				
Franchise Fee	See Sheet No. 8.031				
Tax Clause	See Sheet No. 8.031				

Minimum: The Customer Charge plus the Base Demand Charges.

DEMAND CALCULATION:

The Demand Charge for Standby Service shall be (1) the charge for Distribution Demand **plus** (2) the greater of the sum of the Daily Demand Charges or the Reservation Demand Charge times the maximum On-Peak Standby Demand actually registered during the month **plus** (3) the Reservation Demand Charge times the difference between the Contract Standby Demand and the maximum On-Peak Standby Demand actually registered during the month.

SUPPLEMENTAL SERVICE

Supplemental Service shall be the total power supplied by the Company minus the Standby Service supplied by the Company during the same metering period. The charge for all Supplemental Service shall be calculated by applying the applicable retail rate schedule, excluding the customer charge.

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.

CONTRACT STANDBY DEMAND:

The level of Customer's generation requiring Standby Service as specified in the Agreement. This Contract Standby Demand will not be less than the maximum load actually served by the Customer's generation during the current month or prior 23-month period less the amount specified as the Customer's load which would not have to be served by the Company in the event of an outage of the Customer's generation equipment. For a Customer receiving only Standby Service as identified under Special Provisions, the Contract Standby Demand shall be maximum load actually served by the Company during the current month or prior 23-month period.

A Customer's Contract Standby Demand may be re-established to allow for the following adjustments:

1. Demand reduction resulting from the installation of FPL Demand Side Management Measures or FPL Research Project efficiency measures; or

(Continued on Sheet No. 8.752)

INTERRUPTIBLE STANDBY AND SUPPLEMENTAL SERVICE
(OPTIONAL)

RATE SCHEDULE: ISST-1

AVAILABLE:

In all territory served by the Company. Service under this rate schedule is on a customer by customer basis subject to the completion of arrangements necessary for implementation.

LIMITATION OF AVAILABILITY:

This schedule may be modified or withdrawn subject to determinations made under Commission Rule 25-6.0438, F.A.C., Non-Firm Electric Service - Terms and Conditions or any other Commission determination.

APPLICATION:

A Customer who is eligible to receive service under the Standby and Supplemental Service (SST-1) rate schedule may, as an option, take service under this rate schedule, unless the Customer has entered into a contract to sell firm capacity and/or energy to the Company, and the Customer cannot restart its generation equipment without power supplied by the Company, in which case the Customer may only receive Standby and Supplemental Service under the Company's SST-1 rate schedule.

Customers taking service under this rate schedule shall enter into an Interruptible Standby and Supplemental Service Agreement ("Agreement"). This interruptible load shall not be served on a firm service basis until service has been terminated under this rate schedule.

SERVICE:

Three phase, 60 hertz, and at the available standard voltage.

A designated portion of the Customer's load served under this schedule is subject to interruption by the Company. Transformation Rider-TR, where applicable, shall only apply to the Customer's Contract Standby Demand for delivery voltage below 69 kV. Resale of service is not permitted hereunder.

MONTHLY RATE:

STANDBY SERVICE Delivery Voltage:		Distribution Below 69 kV ISST-1(D)	Transmission 69 kV & Above ISST-1(T)
Customer Charge:		$375.00	$1,891.00
Demand Charges:			
Base Demand Charges:			
Distribution Demand Charge per kW of Contract Standby Demand		$2.70	none
Reservation Demand Charge per kW of Interruptible Standby Demand		$0.09	$0.16
Reservation Demand Charge per kW of Firm Standby Demand		$1.00	$0.81
Daily Demand Charge per kW for each daily maximum On-Peak Interruptible Standby Demand		$0.05	$0.07
Daily Demand Charge per kW for each daily maximum On-Peak Firm Standby Demand		$0.49	$0.38
Capacity Payment and Conservation Charges	See Sheet No. 8.030.1		
Non-Fuel Energy Charges:			
Base Energy Charges:			
On-Peak Period charge per kWh		0.876¢	0.801¢
Off-Peak Period charge per kWh		0.876¢	0.801¢
Environmental Charge	See Sheet No. 8.030.1		

(Continued on Sheet No. 8.761)

TRANSFORMATION RIDER - TR

AVAILABLE:

In all territory served.

APPLICATION:

In conjunction with any commercial or industrial rate schedule specifying delivery of service at any available standard voltage when Customer takes service from available primary lines of 2400 volts or higher at a single point of delivery.

MONTHLY CREDIT:

The Company, at its option, will either provide and maintain transformation facilities equivalent to the capacity that would be provided if the load were served at a secondary voltage from transformers at one location or, when Customer furnishes transformers, the Company will allow a monthly credit of $0.27 per kW of Billing Demand. Any transformer capacity required by the Customer in excess of that provided by the Company hereunder may be rented by the Customer at the Company's standard rental charge.

The credit will be deducted from the monthly bill as computed in accordance with the provisions of the Monthly Rate section of the applicable Rate Schedule before application of any discounts or adjustments. No monthly bill will be rendered for an amount less than the minimum monthly bill called for by the Agreement for Service.

SPECIAL CONDITIONS:

The Company may change its primary voltage at any time after reasonable advance notice to any Customer receiving credit hereunder and affected by such change, and the Customer then has the option of changing its system so as to receive service at the new line voltage or of accepting service (without the benefit of this rider) through transformers supplied by the Company.

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.

SEASONAL DEMAND – TIME OF USE RIDER – SDTR
(OPTIONAL)

RIDER: SDTR

AVAILABLE:
In all territory served.

APPLICATION:
For electric service required for commercial or industrial lighting, power and any other purpose with a measured Demand in excess of 20 kW. This is an optional rate available to customers otherwise served under the GSD-1 GSDT-1, GSLD-1, GSLDT-1, GSLD-2 or GSLDT-2 Rate Schedules.

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

MONTHLY RATE:
OPTION A: Non-Seasonal Standard Rate

Annual Maximum Demand	SDTR-1 21-499 kW	SDTR-2 500-1,999 kW	SDTR-3 2,000 kW or greater
Customer Charge:	$24.00	$55.00	$195.00
Demand Charges:			
Seasonal On-peak Demand Charge Per kW of Seasonal On-peak Demand	$8.20	$8.90	$9.20
Non-Seasonal Demand Charge Per kW of Non- Seasonal Maximum Demand	$6.70	$7.70	$8.10
Capacity Payment Charge:	See Sheet No. 8.030		
Conservation Charge:	See Sheet No. 8.030		
Energy Charges:			
Base Seasonal On-Peak Per kWh of Seasonal On-Peak Energy	6.475¢	4.484¢	3.828¢
Base Seasonal Off-Peak Per kWh of Seasonal Off-Peak Energy	1.221¢	0.921¢	0.829¢
Base Non-Seasonal Energy Charge Per kWh of Non-Seasonal Energy	1.721¢	1.273¢	1.146¢
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		

(Continued from Sheet No. 8.830)

OPTION B: Non-Seasonal Time of Use Rate

Annual Maximum Demand	SDTR-1 21-499 kW	SDTR-2 500-1,999 kW	SDTR-3 2,000 kW or greater
Customer Charge:	$24.00	$55.00	$195.00
Demand Charges:			
Seasonal On-peak Demand Charge Per kW of Seasonal On-peak Demand	$8.20	$8.90	$9.20
Non-Seasonal Demand Charge Per kW of Non- Seasonal Peak Demand	$6.70	$7.70	$8.10
Capacity Payment Charge	See Sheet No. 8.030		
Conservation Charge	See Sheet No. 8.030		
Energy Charges:			
Base Seasonal On-Peak Per kWh of Seasonal On-Peak Energy	6.475¢	4.484¢	3.828¢
Base Seasonal Off-Peak Per kWh of Seasonal Off-Peak Energy	1.221¢	0.921¢	0.829¢
Base Non-Seasonal On-Peak Per kWh of Non-Seasonal On-Peak Energy	3.453¢	2.411¢	2.206¢
Base Non-Seasonal Off-Peak Per kWh of Non-Seasonal Off-Peak Energy	1.221¢	0.921¢	0.829¢
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 Charge: The Customer Charge plus the currently effective Demand Charges.

NON-SEASONAL RATING PERIODS (OPTION B only):

Non-Seasonal On-Peak Period:

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

Non-Seasonal Off-Peak Period:

All other hours.

(Continued On Sheet No. 8.832)

(Continued from Sheet No. 9.950)

1.04 "Incremental Base Revenue" is actual Base Revenue received during the Performance Guaranty Period for electric service rendered to the Premises in excess of Baseline Base Revenue.

1.05 "Incremental Capacity," as determined by Company, is the positive difference, if any, between Baseline Capacity and the amount of capacity (measured in kW) necessary to meet Applicant's projections of electric load at the Premises.

1.06 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the third anniversary of the In-Service Date ("Expiration Date").

ARTICLE II - PERFORMANCE GUARANTY AMOUNT

2.01 For purposes of this Agreement, the derivation of Incremental Capacity is shown in the following table.

Incremental Capacity (1)	Existing Structure (2)	New Structure (3)	Total Structure (2)+(3)
a. Square Footage			
b. Requested watts/sq ft			
c. Baseline Capacity watts/sq ft			
d. Requested Capacity (in kW) (a * b / 1000)			
e. Baseline Capacity (in kW) (a * c / 1000)			
f. Incremental Capacity (in kW) (d - e)			

2.02 The amount of the Performance Guaranty is the cost, as determined by Company, of the Incremental Capacity multiplied by a factor of 1.52. The cost of the Incremental Capacity is the positive difference, if any, between Company's estimated cost of providing the requested level of capacity and Baseline Capacity. Applicant agrees to provide Company a Performance Guaranty in the amount specified in the table below prior to Company installing the facilities necessary to provide the Incremental Capacity to serve the Premises.

Performance Guaranty (1)	Existing Structure (2)	New Structure (3)	Total Structure (2 + 3)
a. Cost of requested capacity			
b. Cost of Baseline Capacity	-0-		
c. Incremental cost (a – b)			
d. Present value factor	1.52	1.52	1.52
e. Performance Guaranty (c * d)			

(Continued on Sheet No. 9.952)

Appendix A

Distribution Substation Facilities
Monthly Rental and Termination Factors

The Monthly Rental Factor to be applied to the in-place value of the Distribution Substation Facilities as identified in the Long-Term Rental Agreement is as follows:

	Monthly Rental Factor
Distribution Substation Facilities	1.67%

Termination Fee for Initial 20 Year Period

If the Long-Term Rental Agreement for Distribution Substation Facilities is terminated by Customer during the Initial Term, Customer shall pay to Company a Termination Fee, such fee shall be computed by applying the following Termination Factors to the in-place value of the Facilities based on the year in which the Agreement is terminated:

Year Agreement Is Terminated	Termination Factors %	Year Agreement Is Terminated	Termination Factors %	Year Agreement Is Terminated	Termination Factors %
1	3.36	8	11.16	15	6.01
2	6.03	9	10.88	16	4.87
3	8.03	10	10.40	17	3.70
4	9.47	11	9.76	18	2.48
5	10.42	12	8.97	19	1.25
6	10.98	13	8.07	20	0
7	11.21	14	7.08		

Termination Fee for Subsequent Extension Periods

If the Long-Term Rental Agreement for Distribution Substation Facilities is terminated by Customer during an Extension, Customer shall pay to Company a Termination Fee, such fee shall be computed based on the net present value of the remaining payments under the extension period by applying the Termination Factor based on the month terminated to the monthly rental payment amount.

Month Terminated	Termination Factor	Month Terminated	Termination Factor	Month Terminated	Termination Factor	Month Terminated	Termination Factor
1	49.896	16	39.173	31	27.359	46	14.342
2	49.213	17	38.421	32	26.530	47	13.429
3	48.526	18	37.663	33	25.696	48	12.509
4	47.834	19	36.901	34	24.856	49	11.584
5	47.138	20	36.134	35	24.010	50	10.652
6	46.437	21	35.362	36	23.160	51	9.715
7	45.731	22	34.585	37	22.303	52	8.772
8	45.021	23	33.802	38	21.441	53	7.822
9	44.307	24	33.015	39	20.574	54	6.866
10	43.588	25	32.223	40	19.701	55	5.904
11	42.864	26	31.425	41	18.822	56	4.936
12	42.135	27	30.622	42	17.938	57	3.962
13	41.402	28	29.814	43	17.047	58	2.981
14	40.664	29	29.001	44	16.151	59	1.994
15	39.921	30	28.183	45	15.250	60	1.000

Issued By: S. E. Romig, Director, Rates and Tariffs
Effective: January 2, 2013