

COMMISSIONERS:
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STATE OF FLORIDA



OFFICE OF COMMISSION CLERK
ANN COLE
COMMISSION CLERK
(850) 413-6770

Public Service Commission

February 8, 2013

Thomas D. Hall, Clerk
Florida Supreme Court
500 South Duval Street
Tallahassee, Florida 32399-1927

**Re: Citizens of the State of Florida, through the Florida Office of Public Counsel
vs. Florida Public Service Commission, PSC Docket No. 120015-EI**

Dear Mr. Hall:

Enclosed please find a certified copy of a Notice of Administrative Appeal, which was filed with the Public Service Commission on February 7, 2013, along with its attachment, Order No. PSC-13-0023-S-EI. This appeal was filed on behalf of the Citizens of the State of Florida, through the Florida Office of Public Counsel.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Ann Cole".

Ann Cole
Commission Clerk

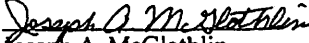
AC: mhm
Enclosure

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✓ Charles J. Rehwinkel, Esquire
✓ Samantha Cibula, Esquire
✓ Vicki Gordon Kaufman, Esquire
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✓ Karen White
✓ Gregory J. Fike, Lt Col
✓ Glen Gibelina
✓ Linda S. Quick
✓ William C. Garner
✓ Brian P. Armstrong

✓ Kenneth L. Wiseman, Esquire
✓ Mark F. Sunback, Esquire
✓ J. Peter Ripley, Esquire
✓ John T. Butler, Esquire
✓ R. Wade Litchfield, Esquire
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the State of Florida

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing NOTICE OF ADMINISTRATIVE APPEAL has been furnished by electronic mail and U.S. mail on this 7th day of February, 2013, to the following:

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Joseph A. McGlothlin
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CITIZENS OF THE STATE OF)
FLORIDA, THROUGH THE)
FLORIDA OFFICE OF PUBLIC)
COUNSEL,)

Appellants)

v.)

FLORIDA PUBLIC SERVICE)
COMMISSION)

Appellee.)
_____)

IN THE FLORIDA PUBLIC
SERVICE COMMISSION
DOCKET No. 120015-EI

NOTICE OF
ADMINISTRATIVE
APPEAL

EXHIBIT "A"

FLORIDA PUBLIC SERVICE COMMISSION
ORDER NO. PSC-13-0023-S-EI

CITIZENS OF THE STATE OF)
FLORIDA, THROUGH THE)
FLORIDA OFFICE OF PUBLIC)
COUNSEL,)
Appellants)
v.)
FLORIDA PUBLIC SERVICE)
COMMISSION)
Appellee.)
_____)

IN THE FLORIDA PUBLIC
SERVICE COMMISSION
DOCKET No. 120015-EI

NOTICE OF
ADMINISTRATIVE
APPEAL

EXHIBIT "A"

FLORIDA PUBLIC SERVICE COMMISSION
ORDER NO. PSC-13-0023-S-EI

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.

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FPSC-COMMISSION CLERK

ORDER NO. PSC-13-0023-S-EI
DOCKET NO. 120015-EI
PAGE 2

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.

The August 15, 2012 Proposed Settlement Agreement

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 in 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

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-EI/PSC-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.

ORDER NO. PSC-13-0023-S-EI
DOCKET NO. 120015-EI
PAGE 8

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
www.floridapsc.com

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

KY

ORDER NO. PSC-13-0023-S-EI
DOCKET NO. 120015-EI
PAGE 9

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

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FPSC-COMMISSION CLERK

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 into 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.

(e) Each GBRA will be calculated using a 10.50% ROE and the capital structure reflected in the Canavezal 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 GBRA 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. (n) 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 million¹ 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-segregated wholesale sales and purchases. Order No. PSC-97-0262-FOF-EI defined "non-segregated" 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)(3), 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)(1) 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 costs³ 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

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

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Everglades Modernization Project or FPL's right to oppose that appeal. No party will
In any proceeding before the Commission that this Agreement or any of the terms
of 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

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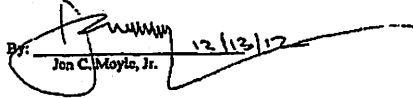
ORDER NO. PSC-13-0023-S-EI
DOCKET NO. 120015-EI
PAGE 27

Attachment A
Page 18 of 72

*Note 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 Gladson Street
Tallahassee, FL 32301

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

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ORDER NO. PSC-13-0023-S-EI
DOCKET NO. 120015-EI
PAGE 28

Attachment A
Page 19 of 72

South Florida Hospital and Healthcare
Association
Kenneth L. Wiseman, Esq.
Andrews Kurts, LLP
1350 I Street, N.W., Suite 1100
Washington, D.C. 20005

By: 
Kenneth L. Wiseman

ORDER NO. PSC-13-0023-S-EI
DOCKET NO. 120015-EI
PAGE 29

Attachment A
Page 20 of 72

Federal Executive Agencies
Lt Col Gregory J. Fife
AFLOA/AAFL-UJFPC
139 Bureau Drive, Suite J
Tyndall AFB, FL 32403

By:  13 Dec 2012
Lt Col Gregory J. Fife

EXHIBIT "A"

MONTHLY INCREASE BY RATE CLASS - JANUARY 2013																
CLASS		CO	CS	HS	CS	HS	DT	HS	DO	CS	HS	CS	HS	CS	HS	CS
Line No.	Description of Service	Total	CRG-10	CRG-15	CRG-20	CRG-25	CRG-30	CRG-35	CRG-40	CRG-45	CRG-50	CRG-55	CRG-60	CRG-65	CRG-70	CRG-75
1	Revenue Increase															
2																
3	ELECTRICITY SALES															
4	NETTED SALES BASK REVENUES	294,480	11,890	11,120	11,420	-	21	68,267	32,820	4,120	0	841	1,228	212	124,977	7,262
5	NETTED UNBILLED SALES REVENUES	26,960	100	15	0	-	1	1,225	798	157	0	18	40	0	7,040	237
6	INCREASE BY CREDITORS' CREDIT GRANTS	21,270	1,027	278	4,122	-	-	1,825	3,227	821	-	-	-	-	-	-
7	ELECTRICITY SALES INCREASE	342,710	12,017	11,423	15,542	-	22	70,319	36,845	4,857	0	859	1,268	212	132,017	7,499
8																
9	OTHER OPERATING REVENUES															
10	FIELD COLLECTION & LATE PAYMENT CHARGES	11,670	305	5	0	2,200	1	4,428	813	329	0	-	70	0	24,257	298
11	MISC SERVICE FEES - PAYING CONTRACT NEW PROHIBIT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12	MISC SERVICE FEES - RECONNECT APPLS FROM PAYMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
13	MISC SERVICE FEES - CONNECT / RECONNECT EXIST. PREMISES	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14	MISC SERVICE FEES - RETURNED CUSTOMER CHECKS	1,207	-	-	-	86	-	76	8	-	-	-	4	-	1,798	0
15	MISC SERVICE FEES - OTHER BILLINGS	117	0	0	0	10	0	3	0	0	0	0	0	0	300	0
16	UTILITY SERVICE REVENUES - MISC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
17	OTHER OPERATING REVENUES INCREASE	14,994	305	5	0	2,296	1	4,507	823	337	0	74	0	0	26,055	298
18																
19	TOTAL INCREASE SALES	357,704	12,322	11,428	15,542	-	23	74,826	37,668	5,194	0	933	1,268	212	158,072	7,797

TOTAL may not add due to rounding.

Exhibit B

Tariff Sheet	Title	Rate
4.020	Service Charge	
4.031	Temporary Construction Service	
4.010	Index of Rate Schedules	
4.101	General Service - Non Demand	GS-1
4.103	General Service - Non Demand - Time of Use	GST-1
4.105	General Service Demand (21-499 kW)	GSD-1
4.107	General Service Demand - Time of Use (21-499 kW)	GSDT-1
4.122	General Service Contract Usage	GSCU-1
4.201	Residential Service	RS-1
4.202	Residential Time of Use Rider	RTR-1
4.205	Residential Service - Time of Use (Closed Schedule)	RTR-1
4.210	General Service Large Demand (500-1999 kW)	GSLD-1
4.220	General Service Large Demand - Time of Use (500-1999 kW)	GSLDT-1
4.330	Curable Service (500-1999 kW)	CS-1
4.340	Curable Service - Time of Use (500-1999 kW)	CSY-1
4.415	General Service Large Demand (2000 kW +)	GSLD-2
4.420	General Service Large Demand - Time of Use (2000 kW +)	GSLDT-2
4.425	High Load Factor - Time of Use	HFLT
4.432	Curable Service (2000 kW +)	CS-2
4.440	Curable Service - Time of Use (2000 kW +)	CSY-2
4.542	Curable Service - Time of Use (2000 kW +)	CSY-3
4.543	Curable Service (2000 kW +)	CS-3
4.551	General Service Large Demand	GSLD-3
4.552	General Service Large Demand - Time of Use	GSLDT-3
4.602	Open Field Service	OS-2
4.610	Metropolitan Transit Service	MRT
4.651	Commercial/Industrial Load Control Program (Closed Schedule)	CILC-1
4.680, 4.682, 4.684	Commercial/Industrial Demand Reduction Rider	CIDR
4.716, 4.717	Street Lighting	SL-1
4.720, 4.721, 4.722	Tramway Lighting	PL-1
4.723, 4.724, 4.727	Outdoor Lighting	OL-1
4.730	Traffic Signal Service	SL-2
4.740, 4.744, 4.745	Recreational Lighting	RL-1
4.750, 4.751	Standby and Supplemental Service	SST-1
4.760	Seasonal Standby and Supplemental Service	SSS-1
4.820	Transformation Rider	TR
4.830, 4.831	Seasonal Demand - Time of Use Rider	SDTR
4.951	Performance Guarantee Agreement for Incremental Capacity	
10.015	Distribution Substation Facilities Monthly Rental and Termination Factors	

FLORIDA POWER & LIGHT COMPANY

Twenty-First Revised Sheet No. 4.020
Cancel Twentieth Revised Sheet No. 4.020

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 reconnection of an existing account.

A Returned Payment Charge as allowed by Florida Statute 68.003 shall apply for each check or draft dishonored by the bank upon which it is drawn. Transmission 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 \$3.31 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 compacted 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).

Issued by: S. E. Rowig, Director, Rates and Tariffs
Effective: January 3, 2013

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 4.038
Consolid Fourth Revised Sheet No. 4.038

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 services other than that stated above is required, the Company, at the Customer's request, will provide such services 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.

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

FLORIDA POWER & LIGHT COMPANY													
GENERAL SERVICE - NON-BUSBAR													
The City of North Fort Lauderdale Council Chambers 1000 North Fort Lauderdale Blvd. No. 1101 Fort Lauderdale, FL 33304													
RATE SCHEDULE:	MS-1												
AVAILABLE:	In all utility service.												
APPLICATION:	For electric service required for commercial or industrial facilities, power and any other purposes with a demand of 20 kW or less.												
SERVICE:	Single phase, 60 hertz and in any available standard voltage. Three phase service will be provided without additional charge under the Company's low voltage policy in applicable areas. All services required are provided by Company field or installed through one crew. Details of service to be provided furnished elsewhere.												
RESORTIVE RATE:	<table border="0"> <tr> <td>Customer Charge</td> <td>\$4.00</td> </tr> <tr> <td>Non-Peak Energy Charge</td> <td>4.125¢ per kWh</td> </tr> <tr> <td>Peak Energy Charge</td> <td>6¢ per kWh</td> </tr> <tr> <td>Commodity Charge</td> <td>See Sheet No. 1100</td> </tr> <tr> <td>Capacity Payment Charge</td> <td>See Sheet No. 1100</td> </tr> <tr> <td>Environmental Charge</td> <td>See Sheet No. 1100</td> </tr> </table>	Customer Charge	\$4.00	Non-Peak Energy Charge	4.125¢ per kWh	Peak Energy Charge	6¢ per kWh	Commodity Charge	See Sheet No. 1100	Capacity Payment Charge	See Sheet No. 1100	Environmental Charge	See Sheet No. 1100
Customer Charge	\$4.00												
Non-Peak Energy Charge	4.125¢ per kWh												
Peak Energy Charge	6¢ per kWh												
Commodity Charge	See Sheet No. 1100												
Capacity Payment Charge	See Sheet No. 1100												
Environmental Charge	See Sheet No. 1100												
Additional Charges:	<table border="0"> <tr> <td>Field Charge</td> <td>See Sheet No. 1100</td> </tr> <tr> <td>Special Charge</td> <td>See Sheet No. 1100</td> </tr> <tr> <td>Transformer Fee</td> <td>See Sheet No. 1101</td> </tr> <tr> <td>Tie Charge</td> <td>See Sheet No. 1101</td> </tr> </table>	Field Charge	See Sheet No. 1100	Special Charge	See Sheet No. 1100	Transformer Fee	See Sheet No. 1101	Tie Charge	See Sheet No. 1101				
Field Charge	See Sheet No. 1100												
Special Charge	See Sheet No. 1100												
Transformer Fee	See Sheet No. 1101												
Tie Charge	See Sheet No. 1101												
Substance:	MS-10												
Non-Admitted Accounts:	A Customer Charge of \$25.00 will apply to those accounts which are listed as an industrial facility and in the Company's rate schedule for industrial service. The substance charge will be \$1.50.												
SPECIAL PROVISIONS:	Energy used by company owned facilities of manufacturing, computer and transportation manufacturers may qualify for the residential rate schedule as set forth on Sheet No. 1211, Other Cl.												
TERM OF SERVICE:	Not less than one (1) yearing 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.												

TARDIDA POWER & LIGHT COMPANY		Twenty-Seventh Portland Street No. 8118 Cascade Twenty-Seventh Portland Street No. 8118	
RATE SCHEDULE: OTEI		GENERAL SERVICE - NONRESIDENTIAL (OPTIONAL)	
AVAILABLE:			
to all existing service.			
APPLICATIONS:			
For electric service required for commercial or industrial lighting, power and any other program 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 resources.			
SERVICES:			
Single phase, 60 Hertz and all air available standard voltage. Three phase service will be provided without additional charge within the Company's base construction policy in applicable classes. All services required as provided by Customer shall be furnished through one meter. Loads of service to one metered premises.			
RESTRICTIONS:			
Customer Charge:	513.51		
Non-Fuel Energy Charge:	See Sheet No. 8100	Optional Meter	
Basic Energy Charge:	\$7.14 per kWh		2384 per 10kWh
Construction Charge:	See Sheet No. 8100		
Capacity Payment Charge:	See Sheet No. 8100		
Environmental Charge:	See Sheet No. 8100		
Additional Charges:			
Fuel Charge:	See Sheet No. 8100		
Steam Charge:	See Sheet No. 8100		
Provision Fee:	See Sheet No. 8101		
Tie Charge:	See Sheet No. 8101		
Notes:	513.51		
<p>Initial service under this rate schedule shall begin on the first scheduled meter reading date following the installation of the meter of one meter. The Customer's first bill will reflect the amount of the charges under this schedule (OTI or OPTI).</p> <p>If the Customer elects to make a lump sum payment to the Company for three of one metering zones of \$1500.00, then the Customer Charge and Minimum Charge shall be \$450.</p>			
RATES AND PERIODS:			
On-Peak:			
November 1 through March 31: Monday through Friday during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 9 p.m. including Thanksgiving Day, Christmas Day, and New Year's Day.			
April 1 through October 31: Monday through Friday during the hours from 12 noon to 9 p.m. including Memorial Day, Independence Day, and Labor Day.			
Off-Peak:			
All other hours.			
(Continued on Sheet No. 8100)			

Issued by: S. B. Samaha, Director, Rates and Tariffs
 Effective: January 2, 2013

FLORIDA POWER & LIGHT COMPANY		GENERAL SERVICE DEMAND	
		Third-year Revised Sheet No. 4115 Canceled Third-Year Revised Sheet No. 4115	
RATE SCHEDULE CODE			
AVAILABLE			
in all territory served.			
APPLICATIONS			
For details applicable method for measurement of household lighting, power and air conditioning with a maximum Demand of 250 kW and less than 300 kW, Customers with a Demand of 250 kW or less may enter an approved "ag service under this schedule based on a Demand Charge for a maximum of 21 kW.			
SERVICE			
Single or three phase, 60 hours and 400 available standard voltage. All services included as provided by Customer and by household through meter. Loads of service to be provided hereunder.			
MONTHLY RATE			
Customer Charge:	114.00		
Demand Charge:		\$1.20 per kW	
Base Demand Charge		See Sheet No. 4104, per kW	
Capacity Payment Charge		See Sheet No. 4104, per kW	
Construction Charge		See Sheet No. 4104, per kW	
Non-Peak Energy Charge	1.7119 per kWh		
Base Energy Charge		See Sheet No. 4100	
Environmental Charge			
Additional Charges:			
Pool Charge		See Sheet No. 4100	
Storm Charge		See Sheet No. 4100	
Franchise Fee		See Sheet No. 4101	
Tel. Charge		See Sheet No. 4101	
Notes: The Customer pays the charge for the currently effective Base Demand. For those Customers with a Demand of 250 kW or less who have entered an approved "ag service under this schedule, the maximum charge shall be the Customer Charge plus 21 kW times the Base Demand Charge, unless the maximum charge is \$114.00.			
DEMAND			
The Demand is the kW to the nearest whole kW, as determined from the Company's demand type meter or, at the Company's option, the largest 15-minute period of Customer's system use during the month as indicated for power factor.			
TERMS OF SERVICE:			
Not less than one year.			
RISK AND REVELATIONS:			
Service under this schedule is subject to various governmental orders, including prohibitions and to the company's policies. General Rules and Regulations apply to the use of this schedule. Service is provided by Florida Power & Light Company, in case of conflict between any provision of this schedule and such "General Rules and Regulations for Service" the provision of this schedule shall apply.			

FLORIDA POWER & LIGHT COMPANY

Twenty-Ninth Street, No. 1197
 Cassis Twenty-Ninth Street, No. 1197

GENERAL SERVICE DEMAND - TIME OF USE
 (OPTIONAL)

BASE SERVICE: 02021

AVAILABLE:
 In all territory served.

APPLICATION:
 This service is available for commercial or industrial lighting, power and any other process with a maximum 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 maximum of 21 kW. This is an optional rate schedule for General Service Demand customer upon request subject to availability of service.

SERVICE:
 24 hours of service during 60 hours and 4 days available standard voltage. All service required as provided by Customer shall be furnished through one meter. Details of service to not provided hereunder.

RATE PLAN:
 Customer Charge: \$24.00

Demand Charge:	\$1.00 per kW of Demand accounting during the On-Peak period.
Basic Demand Charge:	See Sheet No. 1,100, per kW of Demand accounting during the On-Peak period.
Capacity Reserve Charge:	See Sheet No. 1,100, per kW of Demand accounting during the On-Peak period.
Contractual Charge:	
Monthly Energy Charge:	On-Peak Period: 0.0240 per kWh
Off-Peak Charge:	Off-Peak Period: 0.0114 per kWh
Power Factor Charge:	See Sheet No. 1,100
Additional Charge:	See Sheet No. 1,100
Fixed Charge:	See Sheet No. 1,100
Season Charge:	See Sheet No. 1,101
Standby Charge:	See Sheet No. 1,101
Tax Charge:	

Makeover: The Customer Charge plus the charge for the capacity reserved from Demand. For those Customers who a Demand of less than 21 kW who have entered an agreement for service under this schedule, the maximum charge shall be ten Customer Charge plus 21 kW times the Basic Demand Charge. Customers who have entered an agreement for service under this schedule shall be ten Customer Charge plus 21 kW times the Capacity Reserve Charge. Customers who have entered an agreement for service under this schedule shall be ten Customer Charge plus 21 kW times the Standby Charge and be \$11.00 and \$14.00, respectively.

STANDARD HOURS:

On-Peak:
 Monday-L, through March 31: Monday through Fridays during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. excluding Tuesday and Day; On-Peak Day; and New Year's Day.
 April 1 through October 31: Monday through Friday 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. 1,100)

FLORIDA POWER & LIGHT COMPANY

Epoch Demand Share No. 8122
 Casual Demand Shared Share No. 8123

GENERAL SERVICE CONSTRAINTS

BASESCHEDULE, 65041

AVAILABLE
 In all hourly service.

APPLICATION:

Available to General Service - Non-Demand customers that purchase a reliability account (VA) usage, and a demand of 75 KW or less. Eligibility is restricted to General Service customers whose Maximum KW for Service Day, upon its onset and prior 24 hours in advance, is less than or equal to the maximum KW for Service Day. The maximum KW for Service Day is the maximum KW for Service Day which 2% of user energy exceeds 1%W per service day calculation. The maximum KW for Service Day is the maximum KW for Service Day which 2% of user energy exceeds 1%W per service day calculation. This is an optional base schedule available to General Service customers upon request.

SERVICE:

Single phase, 40 foot and 60 foot available standard voltage. Loads of service to not prohibited however.

MONTHLY RATE:

\$1260

Customer Charge	
Non-Fuel Energy Charge	1477¢ per Demand (Usage) kWh
Peak Energy Charge	Same as the \$1-1 Base Schedule see Sheet No. 8109
Concurrent Charge	Same as the \$1-1 Base Schedule see Sheet No. 8109
Capacity Type Charge	Same as the \$1-1 Base Schedule see Sheet No. 8109
Pre-scheduled Charge	Same as the \$1-1 Base Schedule see Sheet No. 8109
Additional Charge:	
Fuel Charge	Same as the \$1-1 Base Schedule see Sheet No. 8109
Service Charge	Same as the \$1-1 Base Schedule see Sheet No. 8109
Protection Fee	Same as the \$1-1 Base Schedule see Sheet No. 8109
1% Charge	See Sheet No. 8101

* The fuel, service and protection energy charges will be assessed on the Concurrent Usage kWh.

TERMS OF SERVICE:

Labels upon of service under this new 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 Contract Usage Agreement. Upon the Customer's violation of any of the terms of the General Service Contract Usage Agreement, service under this Base Schedule will be suspended immediately. To resume such service, the user must provide thirty (30) days written notice to the utility prior to the suspension of service. In addition, if service under this Base Schedule is terminated by the utility for violation of the Contract, the customer may not resume service under this Base Schedule for a period of at least one (1) year.

DEFINITIONS:

1%W Per Service Day - the total kWh is 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 contract and prior 24 month billing periods.
 Concurrent Usage kWh - the Maximum kWh Per Service Day multiplied by the number of service days in the current billing period.

(Continued on Sheet 8123)

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 8.283

**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., garage, water pumps, etc.). Also for service to community-owned facilities of condominiums, cooperative and homeowners' associations as set forth on Sheet No. 8.271, Rider CUI. 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 additional service required on the premises by Customer shall be supplied through cost meter. Receipt of service is not purchased 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 Schedules 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	
	\$1.43 per kWh	(\$.42) per kWh	
Additional Charges/Credits:			
RTR Fuel Charge/Credit:	See Sheet No. 8.050		

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.

Off-Peak:
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.

Issued by: S. E. Rasmig, Director, Rates and Tariffs
Effective: Upon Completion of Billing System Changes

FLORIDA POWER & LIGHT COMPANY
 General Service Large Demand
 Twenty-Four Month Demand No. E310
 Current Twenty-Four Month Demand No. E310

PARAMETERS, OEDLI

GENERAL SERVICE LARGE DEMAND

AVAILABLE

Is it standby service

APPLICATION:

For electric service required for commercial or industrial lighting, power and any other purpose to any Customer with a maximum demand of 500 kW and a maximum of 500 kW. Customers with a maximum demand of less than 500 kW may come in agreement to service under this rate schedule based on a Special Charge for a maximum of 500 kW.

SERVICE:

Single or three phase, 60 hertz and at any available standard voltage. All services required as specified by Customer shall be furnished through our system. Number of services to be provided is unlimited.

MONTHLY RATE:

Customer Charge: \$1,100

Demand Charge:

Base Demand Charge \$4.00 per kW of Demand
 Capacity Reserved Charge See Sheet No. E307
 Convenience Charge See Sheet No. E309

Non-Fuel Energy Charge:

Base Energy Charge 1.22¢ per kWh
 Environmental Charge See Sheet No. E309

Additional Charge:

Fuel Charge See Sheet No. E309
 Storm Charge See Sheet No. E310
 Production Fee See Sheet No. E311
 T&E Charge See Sheet No. E311

Note: The Customer Charge plus the charge for the capacity affected Base Demand. For those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule, the maximum charge shall be the Customer Charge plus 500 kW times the Base Demand Charge (whether the maximum charge is \$25,000).

REMARK:

The Demand is the kW to the name, which kW, as determined from the Company's demand type meter or, at the Company's option, the meter type meter for the 30-minute period of Customer's greatest use during the month as reported to power lines.

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 existing "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 the schedule shall apply.

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

FLORIDA POWER & LIGHT COMPANY		Twelve-Month Revised Sheet No. E319 Current Twelve-Month Revised Sheet No. E320	
GENERAL SERVICE LARGES DEMAND - TIME OF USE (PORTLAND)			
RATE SCHEDULES AVAILABLE			
is set hereby amended.			
APPLICATIONS			
For electric service requested for commercial or industrial buildings, power used for other purposes is not. Customers with a maximum demand of 500 kW and less may elect 500 kW. Customers with a maximum demand of 500 kW. This is an optional rate available to General Service Large Demand customers upon request subject to availability of service.			
SERVICE			
Single or three phase, 60 hertz and/or any available standard voltage. All service requested as provided by Customer shall be furnished through one meter. Details of service to be provided herewith.			
MONTHLY RATES			
Customer Charge	\$14.00		
Demand Charge	\$2.00 per kW of Demand occurring during the On-Peak period.		
Basic Demand Charge	\$2.00 per kW of Demand occurring during the On-Peak period.		
Capacity/Reserved Charge	\$2.00 per kW of Demand occurring during the On-Peak period.		
Overhead Charge			
Non-Fuel Energy Charge	Customer Default	Customer Default	
Peak Energy Charge	\$1.19¢ per kWh	\$2.71¢ per kWh	
Developmental Charge	\$2.00 per kW of Demand occurring during the On-Peak period.		
Additional Charges:			
Fuel Charge	See Sheet No. E319		
Sales Charge	See Sheet No. E319		
Production Fee	See Sheet No. E311		
<p>Notes: The Customer Charge plus the charge for capacity, effective Demand Demand, for those Customers with a Demand of less than 500 kW who have entered an agreement for service under this schedule. The maximum charge shall be \$6.00 Customer Charge plus \$20.00 fees for the Demand Charge. Customer to understand charge is \$4.00/100.</p>			
RATING PERIODS			
<p>On-Peak: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday, and New Year's Day. 8 a.m. to 10 a.m. and 6 p.m. to 10 p.m. including Thanksgiving Day, Christmas Day, and New Year's Day.</p> <p>Off-Peak: All other hours.</p>			
(Continued on sheet No. E321)			

FLORIDA POWER & LIGHT COMPANY

Twenty-Third Revised Sheet No. E330
 Council Twenty-Second Revised Sheet No. E330

**DISTRICT SERVICE
 (OPTIONAL)**

RATE SCHEDULE: C-1

AVAILABLE:
 to all territory served.

APPLICABLE:

For any associated or independent Customer who qualifies for Rate Schedule C-1 (500 kW - 1,999 kW) and will credit the Demand for 200 kW or more upon request of the Company from time to time. Customers who do not qualify for this rate shall be billed at 200 kW. Any meter not equipped for service under this Rate Schedule shall be a Demand Charge for a minimum of 200 kW.

SERVICE:

Single or three phase, 60 hertz and in any suitable standard voltage. All services required or provided by Customer shall be furnished through our own system. Details of services to be provided furnished.

MONTHLY RATES:

\$20.00

Demand Charge: \$4.00 per kW of Demand,
 See Sheet No. E330

Capacity Payment Charge:
 See Sheet No. E330

Commutation Charge:
 See Sheet No. E330

Non-Peak Energy Charge:
 See Sheet No. E330

Peak Energy Charge:
 See Sheet No. E330

Environmental Charge:
 See Sheet No. E331

Additional Charges:

Fuel Charge: See Sheet No. E300

Plant Charge: See Sheet No. E300

Penalties Fee: See Sheet No. E301

Tax Charge: See Sheet No. E331

The Charge

NOTE: The Customer Charge plus the charge for the capacity, capacity, Peak Demand, For those Customers with a Demand of less than 200 kW will have a minimum Demand Charge of \$20.00. For those Customers with a Demand of 200 kW or more the Demand Charge (except for the minimum charge) shall be the Customer Charge plus 200 kW times the Demand Charge (except for the minimum charge) to \$480.00.

CHANGES TO RATES: A monthly credit of \$1.72 per kW is allowed based on the current Non-Peak Demand. The Customer has the option to make the Firm Demand occur during the billed month (12) month period. The credit shall be \$1.72 per kW for the entire month of the Firm Demand. The credit shall be based on the average of (1) the average of the previous 12 months or (2) the average of the number of billing months under this Rate Schedule, whichever is lower.

CHANGES FOR NON-COMPLIANCE OF REGULATORY REQUIREMENTS: If the Customer received a higher Demand during the current Compliance Period than the Firm Demand, the Customer will be:

1. Billed at \$1.72/kW for the prior 36 months or the number of months shown on the prior Compliance Period, whichever is less, and
2. Billed a penalty charge of \$3,704/kW for the current period.

The kW used for both the penalty and penalty charge calculation is determined by adding the difference between the maximum Demand during the current Compliance Period and the Firm Demand for a Compliance Period.

(Continued on Sheet No. E331)

FLORIDA POWER & LIGHT COMPANY

Twenty-Fourth Street, NW, No. 8346
 Cascade Twenty-Fourth Street, NW, No. 8346

CHESAPEAKE SERVICE - TIME OF USE
 (OPTIONAL)

SAFESCHEDULE R, AREA
 AVAILABLE
 in all territory served.

APPLICATION:
 For any residential or industrial Customer who qualifies for Rate Schedule CHESAPEAKE R, 1,800 kWh and will control their Demand by 200 kW or more upon request of the Company and agrees to pay the Time of Use Charge. This is an optional Rate Schedule available to Customers Covered by the Standard Rate Schedule. The Time of Use Charge will be assessed at a rate of 200 kWh per hour from 200 kWh every meter on registered for service under the Rate Schedule based on a Demand Charge for a maximum of 200 kW.

SERVICE:
 Loads on three phase, 480 volts and 120 volt available standard voltage. All service required as provided by Customer shall be furnished through one meter. Sample of service is not provided herewith.

MONTHLY RATES

Customer Charge	\$21.00	
Demand Charge:	\$1.00 per kW of Demand occurring during the On-Peak Period.	
Basic Demand Charge	\$4.00 per kW	
Capacity Payment Charge	\$4.00 per kW	
Construction Charge	See Sheet No. 8350	
New-Peak Energy Charge	\$2.18 per kWh	OFF-PEAK Period
Basic Energy Charge	\$2.18 per kWh	0.0719 per kWh
Experimental Charge	See Sheet No. 8350	
Additional Charges:		
Pool Charge	See Sheet No. 8350	
Future Charge	See Sheet No. 8350	
Prepaid Fee	See Sheet No. 8351	
Tax Charge	See Sheet No. 8351	

Notes: The Customer Charge plus the charge for the capacity/demand from Demand. For those Customers with a Demand of less than 200 kW, the meter shall be installed upon request of the meter for service, the installation charge shall be the Customer Charge plus \$20.00 for the meter Demand Charge. Therefore the maximum charge is \$4,000.00.

RESTRICTIONS:

- On-Peak: Monday through Friday ending the hour from 6 a.m. to 10 a.m. and 4 p.m. to 10 p.m., excluding Thanksgiving Day, Christmas Day, and New Year's Day.
- Mid-Peak: Monday through Friday during the hours from 10 a.m. to 4 p.m., excluding Memorial Day, Independence Day, and Labor Day.
- Off-Peak: All other hours.

(Continued on Sheet No. 8341)

FLORIDA POWER & LIGHT COMPANY

Regulation Revised Sheet No. 6412
 Cause No. 120015-EI

GENERAL SERVICE LARGE ISLAND

RATE SCHEDULE C-90D3

AVAILABLE:

In all territory served.

APPLICATIONS:

For electric service required for commercial or industrial loads, power and any other purpose to any Customer with a contracted 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 maximum of 7,000 kW.

SERVICE:

Single or three phase, 60 hertz and in any available standard voltage. All service required as provided by Customer shall be furnished through one meter. Details of service to not provided hereunder.

MONTHLY RATES:

Customer Charge	\$194.00
Demand Charge:	
Base Demand Charge	\$2.50 per kW of Demand
Capacity Charge	\$2.50 per kW of Demand
Overhead Charge	See Sheet No. 6202
Non-Fuel Energy Charge:	
New Energy Charge	1.14¢ per kWh
Environmental Charge	See Sheet No. 6203
Additional Charge:	
Fuel Charge	See Sheet No. 6200
Success Charge	See Sheet No. 6200
Production Fee	See Sheet No. 6201
Tax Charge	See Sheet No. 6201

Minimum: The Customer Charge plus the charge for the capacity, which is less 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. Customer tier schedules apply to 214,794,000.

DEMAND:

The Demand is the kW to the interval which is 15% as determined from the Company's metering equipment, for the 30-minute period at the Customer's greatest meter during the month as reported for power service.

TERRITORY SERVICE:

Not for this rate year.

RULES AND REGULATIONS:

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

FLORIDA POWER & LIGHT COMPANY

Twenty-Fourth Boulevard Street No. 6419
 Cause Twenty-Fourth Boulevard Street No. 6419

**GENERAL SERVICE LAMP REPLACEMENT TIME/ONLINE
 (OPTIONAL)**

**DATE SERVICE IS TO BE
 ADVANSED**
 Is it working service.

APPLICATION:
 For electric service required for commercial or industrial lighting, power and any other purpose to any Customer who has established a maximum demand of 7,500 KW or more. Customers with demands of less than 7,500 KW may enter an agreement for service with this schedule based on a demand charge for a maximum of 7,500 KW.

SERVICE:
 Three phase, 48 hours and 48 hrs. available standard secondary or distribution voltage. All service provided as provided by Customer and to include through the meter. Hours of service to not provided however.

RATE PLAN:

Customer Charge:	3197.00	
Demand Charge:	\$4.50 per KW of Demand occurring during the On-Peak Period.	
Basic Demand Charge:	600 Standard No. 6200	
Capacity Payment Charge:	500 Standard No. 6200	
Conservation Charge:		
Non-Peak Energy Charge:	0.83¢ per kWh	0.83¢ per kWh
Power Energy Charge:	1.11¢ per kWh	0.87¢ per kWh
Environmental Charge:	500 Standard No. 6200	
Additional Charge:		
Fuel Charge:	500 Standard No. 6200	
Storm Charge:	600 Standard No. 6200	
Residual Fee:	600 Standard No. 6200	
Fuel Charge:	500 Standard No. 6200	

Notes: The Customer Charge plus the charge for the capacity includes Basic Demand. For those Customers with a demand of less than 7,500 KW who have entered an agreement for service under this schedule, the additional charge shall be the Customer Charge plus 2,000 KW times the Basic Demand Charge. However the additional charge is \$14,775.00.

RATE PERIODS:

On-Peak:
 Wednesday 1 through Monday 11: Monday through Friday during all 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.
Mid-Peak:
 All 1 through October 31: Monday through Friday during the hours from 10 a.m. to 5 p.m. excluding Thanksgiving Day, Independence Day, and Labor Day.
Off-Peak:
 All other hours.

(Continued on Sheet No. 6411)

TRAILBLAZER POWER & LIGHT COMPANY

High Voltage Demand Sheet No. 8,415
 Council Street Portland, Oregon 97205

**HEAVY LOAD FACTOR - DAILY USE
 (OPTIONAL)**

RATE SCHEDULE: 10/17
AVAILABLE
 to all territory served.

APPLICATION: This schedule is available for residential or industrial lighting, power and any other program with a measured Demand in excess of 20 kW. This is an optional rate schedule available to customers who desire special rates for CSD-1, CSDT-4, CSD-1, CSDT-1, CSD-2, or CSDT-2 from Schedule.

SERVICE: Single or three phase, 480 volt and all key voltages except voltage. All services required as provided by Commission shall be furnished through one meter. Rates of service to be provided as indicated.

INDUSTRY RATE:

	HEAVY LOAD FACTOR	HEAVY LOAD FACTOR	HEAVY LOAD FACTOR
	20/10/10	20/10/10	20/10/10
Annual Maximum Demand	\$24.00	\$31.00	\$164.00
Customer Charge			
Demand Charge	\$2.40	\$4.10	\$1.50
On-peak Demand Charge	\$1.80	\$3.00	\$2.00
Midweek Demand Charge			
Quantity Payment Charge			
Construction Charge			
Non-Peak Energy Charge:			
On-Peak Period per kWh	1.4799	0.7894	0.7232
Off-Peak Period per kWh	0.9114	0.7894	0.7232

Enhancement Charge

See Sheet No. 8,100

Additional Charge

Fuel Charge See Sheet No. 8,010

Street Charge See Sheet No. 8,040

Transformer See Sheet No. 8,031

Tie Charge See Sheet No. 8,031

Notes:

All other items

(Continued on Sheet No. 8,420)

RATES PERIODS:

On-Peak: Monday through Friday, 6 a.m. to 6 p.m. and 6 p.m. to 8 a.m. and 8 p.m. to 10 p.m. on Saturday, Sunday, Christmas Day, and New Year's Day.

Midweek: Monday through Friday during the hours from 12 noon to 5 p.m. excluding Saturday, Sunday, Independence Day, and Labor Day.

Off-Peak: All other hours.

Issued by: S. E. Rowland, Director, Rates and Tariffs
 Effective: January 1, 2013

FLORIDA POWER & LIGHT COMPANY

Nonseasonal Service Sheet No. 8433
 Current Endpoints Service Sheet No. 8403

CUSTOMER SERVICE
 (877)869-6144

PAID SERVICE FEE:
AVAILABLE

to all temporary service.

APPLICABLE:
 For nonseasonal or seasonal Customer who qualifies for Rate Schedule GSD-1 (2,000 kW and above) and will credit the 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 maximum of 2,000 kW.

SERVICE:

Single or three phase, 60 hertz and up to 275 volt/phase standard voltage. All service required on premises by Customer shall be furnished through our zone. Details of service to not provided hereunder.

MONTHLY RATE

Customer Charge	\$22.00
Demand Charge	
New Demand Charge	\$8.34 per kW of Demand
Quantity Request Charge	See Sheet No. 8400
Overhead Charge	See Sheet No. 8300
Non-Rated Energy Charge	
New Energy Charge	1.16¢ per kWh
Environmental Charge	See Sheet No. 8400
Additional Charge	
Basic Meter	See Sheet No. 8400
Storm Charge	See Sheet No. 8400
Fuel Cost Fee	See Sheet No. 8401
Tax Charge	See Sheet No. 8401

Notes: The Customer Charge plus the charge for the commodity reflects Basic Demand. For those Customers with a Demand of less than 2,000 kW who were an approved for service under this schedule, the adjustment charge shall be the Customer Charge plus 2,000 kW times the flag Demand Charge. Examples of the adjustment charge is \$18,680.00.

CURRENT MONTH CREDIT:

A monthly credit of \$1,724.00 per kW is allowed based on the current Meter-Firm Demand. The Customer has the option to receive the Firm Demand credit for the first month (12 month period). Thereafter, subject to the Terms of Service under the Provisions for Early Termination, a change to the Firm Demand may be made provided that the reduction does not decrease the total amount of Non-Firm Demand during the meter set (i) the average of the previous 12 months or (ii) the average of the number of billing months under this Rate Schedule.

CHARGES FOR NONCOMPLIANCE OF CUSTOMER DEMAND:

If the Customer exceeds a higher Demand during the current period than the Firm Demand, then the Customer will be billed at \$1,724.00 per kW for the prior 30 months or the number of months since the prior Compliance Period, whichever is less, and

1. \$180.00 penalty charge of \$1,704.00 for the current month.

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

(Conditioned on Sheet No. 8411)

FLORIDA POWER & LIGHT COMPANY Twenty-Fourth Revised Sheet No. 2.640
 Cancels Twenty-Third Revised Sheet No. 2.640

**CURTAINABLE SERVICE - TIME OF USE
 (OPTIONAL)**

RATE SCHEDULE: G5T3

AVAILABILITY:
 In all territory served.

APPLICATION:
 For any commercial or industrial Customer who qualifies for Rate Schedule G5LDT-2 (2,000 kW and above) and will accept 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. Rerate of service is not permitted hereunder.

MONTHLY RATE:

Customer Charge:	\$720.00		
Demand Charge:			
Base Demand Charge	\$8.30 per kW of Demand occurring during the On-Peak Period.		
Capacity Payment Charge	See Sheet No. E100		
Conservation Charge	See Sheet No. E100		
Non-Fuel Energy Charge:		On-Peak Period	Off-Peak Period
Base Energy Charge	1.816¢ per kWh		0.897¢ per kWh
Environmental Charge	See Sheet No. E100		
Additional Charges:			
Fuel Charge	See Sheet No. E100		
Storm Charge	See Sheet No. E100		
Franchise Fee	See Sheet No. E101		
Tax Charge	See Sheet No. E101		

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. including Thanksgiving Day, Christmas Day, and New Year's Day.
 April 1 through October 31: Mondays through Fridays during the hours from 11 a.m. to 9 p.m. including Memorial Day, Independence Day, and Labor Day.
- Off-Peak:**
 All other hours.

(Continued on Sheet No. 2.641)

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

FLORIDA POWER & LIGHT COMPANY

Twenty-Seventh Boulevard Street No. 8342
 Causey Twenty-Seventh Boulevard Street No. 8342

GENERAL SERVICE-TIME OF USE
 (OPTIONAL)

RATE SCHEDULE LIST
AVAILABLE

In all territory served.

APPLICABLE

For any Commercial or Industrial Customer who qualifies for Base Schedule GCLDT's and will enroll with Demand by 200 V/1V or more upon request of the Company's representatives to use.

SERVICE

These plans are based on the available transmission voltage of 69 kV or higher. The Customer will provide and maintain all transformers and other necessary equipment for handling and utilizing the power and energy delivered hereunder. All service required by the Customer at each receiving point of delivery served hereunder shall be provided through some meter 4, or compensated in the available transmission voltage. Details of service to be provided hereunder.

MONTHLY RATES

Customer Charge:	\$1,664.85	
Demand Charge:	\$4.81 per kW of Demand occurring during the On-Peak Period	
Base Demand Charge:	\$4.81 per kW of Demand	
Operating Power Charge:	See Sheet No. 820A1	
Commodity Charge:	See Sheet No. 820A1	
Non-Fuel Energy Charge:	On-Peak Period	Off-Peak Period
Base Energy Charge:	\$0.029 per kWh	\$0.024 per kWh
Environmental Charge:	\$0.001 per kWh	\$0.001 per kWh
Additional Charges:		
Fuel Charge:	See Sheet No. 820A1	
Score Charge:	See Sheet No. 820A1	
Residential Fee:	See Sheet No. 820A1	
Tax Charge:	See Sheet No. 820A1	

Note: The Customer Charge plus the charge for the currently applicable Base Demand.

RATING PERIODS

On-Peak: November 1 through March 31; Monday through Friday during the hours from 6 a.m. to 10 a.m. and 6 p.m. to 10 p.m. including Thanksgiving Day, Christmas Day, and New Year's Day.
Off-Peak: April 1 through October 31; Monday through Friday during the hours from 11 a.m. to 5 p.m. including Memorial Day, Independence Day, and Labor Day.
Off-Hour: All other hours.

(Continued on Sheet No. 8341)

FLORIDA POWER & LIGHT COMPANY

CUSTOMER SERVICE
OPTIONAL

Minimum Billing Rate No. 1249
Cancel Notice Billing Rate No. 1245

RATE SCHEDULE: CSA
AVAILABLE:
In all territory served.

APPLICATION:
For any commercial or industrial Customer who qualifies for Rate Schedule CSAL3 and will credit the Demand by 300 kW or more upon request of the Company from time to time.

SERVICES:
The above shows 60 hours of the probable 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 services required by the Customer at each square foot of delivery served hereunder shall be furnished through 1000 cubic ft. or compensated by the suitable transmission voltage. Details of service is set forth hereunder.

MONTHLY RATE:

Customer Charge: \$1,464.84
Demand Charge: \$4.37 per kW of Demand
Basic Demand Charge: See Sheet No. 12061
Capacity Payment Charge: See Sheet No. 12061
Customer Visit Charge: See Sheet No. 12061

Non-Fuel Energy Charge: \$4.00 per kWh
Basic Energy Charge: See Sheet No. 12061
Environmental Charge: See Sheet No. 12061
Additional Charges:
Fuel Charge: See Sheet No. 12061
Transmission Charge: See Sheet No. 1240
Precedent Fee: See Sheet No. 1201
Tax Charge: See Sheet No. 1201

Minimum Charge: The Customer Charge plus the charge for the capacity effective Basic Demand.

CUSTOMER SERVICE:

A monthly credit of \$1.72 per kW is allowed based on the current Non-Firm Demand. The Customer has the option to receive the Firm Demand for the month of the credit within the 120 month period. Thereafter, subject to the Terms of Service under the Firm Demand by the Customer, the credit may be applied to the Firm Demand may be made provided that the credits does not decrease the total amount of Non-Firm Demand during the term of: (1) the average of the previous 12 months or (2) the average of the number of billing months under this Rate Schedule.

CHANGES FOR NON-COMPLIANCE OF CUSTOMER DEMAND:

If the Customer records a higher Demand during the current Compliance Period than the Firm Demand, then the Customer will be:
1. Billed at \$1,724kW for the prior 36 months or the number of months since the prior Compliance Period, whichever is less; and
2. Billed a penalty charge of \$1,706kW for the current month.

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

(Continued on Sheet No. 1246)

FLORIDA POWER & LIGHT COMPANY

Tweeds Boulevard Street No. 6351
 Cocoa, Richmond, Brevard Street No. 6351

GENERAL SERVICE LARGE DEMAND

RATE SCHEDULE E, GENL

AVAILABLE:

To all existing service.

APPLICATION:

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

SERVICE:

The above 69 KV or higher available voltage ranges of 69 KV or higher. The Company will provide and maintain all transmission and line facilities necessary for loading and unloading the power and energy defined hereunder. All service required by the Customer at each service point of delivery service hereunder shall be furnished through one meter or, if compensated by the available transmission voltage, funds of service to and purchased hereunder.

MONTHLY RATE:

Customer Charge:	\$1,411.63
Demand Charge:	\$4.37 per kW of Demand
Open Interval Charge:	See Sheet No. 6301A
Quantity Payment Charge:	See Sheet No. 6301A
Construction Charge:	See Sheet No. 6301A
Non-Fuel Energy Charge:	0.0302 per kWh
Basic Energy Charge:	See Sheet No. 6301A
Environmental Charge:	See Sheet No. 6301A
Additional Charge:	See Sheet No. 6301A
Fuel Charge:	See Sheet No. 6309
Power Charge:	See Sheet No. 6303
Transmission Fee:	See Sheet No. 6301
1cc Charge:	See Sheet No. 6301

Note: The Customer Charge plus the charge for the currently effective Basic Demand.

DEMAND:

The Demand is the kW to the meter which 15% is deducted from the Customer's monthly equipment for the 15-minute period of the Customer's greatest use during the month as explained for power factor.

TERMINAL 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 emergency orders "General Order 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 Order and Regulations for Electric Service" the provision of the schedule shall apply.

Issued by: E. E. Swartz, Director, Rates and Tariffs
 Effective: January 1, 2013

FLORIDA POWER & LIGHT COMPANY

Tweeds Bay Road, Suite No. 6310
 Cocoa, Minnesota 55002
 Revised Sheet No. 6219

RESIDENTIAL RATES-SERVICES

**RATE SCHEDULE: NET
 AVAILABLE**

For electric service to Metropolitan Data Center District System (METSDDAS), at each point of delivery required for the operation of an electric transit system on conductors and configurations right-of-way.

APPLICATION:

Service to be supplied will be from phase (3) lines and at the standard primary voltage of 11,250 volts. All service required by Customer at each request point of delivery and/or transformer shall be provided through one meter including delivery at primary voltage. Details of service to be provided hereunder. Allow 7% or a voltage allowed is not applicable.

MONTHLY RATES

Customer Charge	\$400.00
Demand Charge	
Base Demand Charge	\$10.07 per KW of Demand
Excess Demand Charge	\$20.14 per KW of Demand
Contractual Charge	\$0.00 per KW of Demand
Contractual Charge	\$0.00 per KW of Demand
Fuel and Energy Charge	1.879¢ per kWh
Transmission Charge	\$0.00 per kWh
Distribution Charge	\$0.00 per kWh
Additional Charge	\$0.00 per kWh
Fuel Charge	\$0.00 per kWh
Service Charge	\$0.00 per kWh
Protection Fee	\$0.00 per kWh
Miscellaneous	\$0.00 per kWh
Miscellaneous	\$0.00 per kWh

Note: The Customer Charge paid for charge for the capacity reduction Base Demand.

DEMAND

The Billing Demand is the KW, at each point of delivery, to the meter which KW, as determined from the Company's recording type measuring equipment, for the period coincident with the 30-minute period of the electric rate period system. Demand is recorded by the Company during the month reported for power factor.

DELIVER

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

TERMS OF SERVICE

Net two (two) day term.

RULES AND REGULATIONS

Service under this schedule is subject to terms of general and local having jurisdiction and to the monthly charges "General Rules and Regulations for Residential Service" and "General Rules and Regulations for District Service" as published by the Company and also "General Rules and Regulations for District Service" as published by the provider of the schedule shall apply.

Issued By: S. E. Daniels, Director, Rates and Tariffs
 Effective: January 1, 2013

FLORIDA POWER & LIGHT COMPANY Tenth Revised Sheet No. 8.640
 Circles Ninth Revised Sheet No. 8.630

**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, GSD-2, GSDT-2, GSD-3, GSDT-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 25-37.001(4), F.A.C., Code for Electric Utilities and 25-4.004, 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 Schedules GSD-1, GSDT-1, GSD-2, GSDT-2, GSD-3, GSDT-3, or HLFT who as a part of the Commercial/Industrial Demand Reduction Rider Agreement between the Customer and the Company, agree to allow the Company to control at least 200 kW of the Customer's load, or agree to operate Backup Generation Equipment (see Definition) and dispatch (if applicable) additional acceptable demand to serve at least 200 kW of the Customer's peak load during periods when the Company is experiencing load. A Customer shall enter into a Commercial/Industrial Demand Reduction 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 Controlable 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 first-come basis until service has been terminated under this Rider.

LIMITATION OF SERVICE:

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

MONTHLY RATE:

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

MONTHLY ADMINISTRATIVE RIDER:

Rate Schedule	Amount
GSD-1	\$75.00
GSDT-1, HLFT (11-999 kW)	\$125.00
GSD-2, GSDT-2, HLFT (100-1,999 kW)	\$125.00
GSD-3, GSDT-3, HLFT (2,000 kW or greater)	\$200.00
GSD-3, GSDT-3	\$475.00

UTILITY CONTROLLED DEMAND CREDIT:

A monthly credit of \$7.50 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 Controlable Rating Period shall be the sum of the Customer's kWh usage during the hours of the applicable Controlable Rating Period, divided by the total number of hours in the applicable Controlable Rating Period, less the Customer's Firm Demand.

In the event of Load Control occurring during the Controlable Rating Period, the Utility Controlled Demand shall be the sum of the Customer's kWh usage during the hours of the applicable Controlable 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 Controlable Rating Period, less the Customer's Firm Demand.

(Continued on Sheet No. 8.641)

Drawn by: S. E. Rowley, Director, Rates and Tariffs
 Effective: January 2, 2013

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8482
Circuit Second Revised Sheet No. 8482

(Continued from Sheet No. 8481)

PROVISIONS FOR ENERGY DELIVERY CONDITIONS:

Customer notified of a load control event should not exceed their Firm Demand during periods when the Company is conducting load shedding, availability will be made available during control periods if the Customer agrees to meet its Firm Demand by a result of one of the following conditions:

1. Firm Demand event (see Definition) 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 (see new and previously non-Firm load to the Customer's facility; or
4. an event affecting load, area or national security; or
5. an event which requires transfer that space loads including be placed in the critical mode (including a dispatching and operation of T213 generation output) as designed and determined by the NEMA Trial Director at Kennedy Space Center under the USNIV Range Safety Officer at Cape Canaveral Air Force Station.

The Customer's energy use (on a meter of the Firm Demand) for the customer load shown will be 100% pursuant to the availability of power provided by the Company. The Company will be notified by the Customer of any event under the Company's Available Energy cost, or the most expensive energy (calculated on a cost per kilowatt-hour basis) that FPL is purchasing or selling during the period, how the applicable event load change. Available Energy cost is the cost calculated for Standard DDO-1 in accordance with FP&C Rule 25-110.001, FPLCC.

If the Company determines that the Customer has utilized one or more of the categories shown in its customer contract, the Company will terminate service under this meter as described in T2104 OF SERVICE.

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

1. billed a \$150 charge per kW of excess kW for the prior day (60) months or the number of months the Customer has been billed under this meter, whichever is less; and
2. billed a penalty charge of \$0.59 per kW of excess kW for each month of billing.

Excess kW for billing and penalty charges is determined by adding the difference between the Customer's kWh usage during the time control period provided to the Firm Demand during the time control period and the Customer's Firm Demand. The Customer will not be notified or penalized when the excess excess kW is the condition described above.

(Continued on Sheet No. 8483)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 8.684
Cancels Second Revised Sheet No. 8.684

(Continued from Sheet No. 8.683)

In the event the Customer pays the Charges for Early Termination because an replacement Customer(s) is (are) available as specified in paragraph d. above, but the replacement Customer(s) does/does not become available within twelve (12) months from the date of termination of service under this Rider or FPL has determined that there is no need for the MW reduction in accordance with the FPL Member Commercial/Industrial Conservation Order, 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 from the additional cost incurred by the Company to serve them MW during any load covered periods which may occur before the replacement Customer(s) becomes 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 two-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 where effect would be to increase firm demand on the Company's system without the requisite five (5) year 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) year 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 manual demand controlled diversity 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 controlled 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 connected in its 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 generation) 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. 8.683)

Issued by: S. E. Romig, Director, Rates and Tariffs
Effective: January 7, 2013

FLORIDA POWER & LIGHT COMPANY

Thompson Street Substation Sheet No. 8.714
 Canals Twenty-Fifth Substation Sheet No. 8.714

(Revised from Sheet No. 8.713)

REMOVAL OF EQUIPMENT:

If Total Working Budgets are approved, either by Customer request or breakdown of funds of the equipment, the Customer shall pay FPL an amount equal to the original financial cost of the removed facilities less any salvage value and any depreciation based on current depreciation rates on equipment by the Florida Public Service Commission (as revised cost).

MATERIALS	Lamp Size Label	WVA/VA Replaces	Energies Replaces	Change for PFL-Owned Units		Change for Customer-Owned Units	
				Value per Unit	Energy Cost per Unit	Value per Unit	Energy Cost per Unit
High Pressure Sodium Vapor	4,300	70	70	\$1.61	0.70	2.25	0.70
	9,500	100	41	1.63	0.99	2.65	0.99
	14,000	150	60	\$1.43	1.04	1.15	1.04
				1.53	1.12	1.28	1.12
	22,000	200	80	1.52	1.12	1.32	1.12
	30,000	250	100	1.48	1.04	1.20	1.04
	40,000	300	120	\$1.25	0.75	1.00	0.75
	50,000	350	140	\$1.43	1.04	1.20	1.04
	72,500	200	116	\$1.00	0.90	1.24	0.90
	140,000	1,000	411	\$2.00	1.00	2.24	1.00
Mercury Vapor	6,000	140	61	\$2.17	1.00	2.28	1.00
	11,000	170	74	1.46	1.00	1.28	1.00
	14,000	170	74	\$2.40	1.10	2.50	1.10
	14,500	400	160	\$4.41	2.07	3.81	1.93
	39,500	700	272	\$4.32	2.07	4.51	1.93
	60,000	1,000	310	\$3.97	1.94	4.27	1.93
Incandescent	1,000	100	36			4.61	
	2,000	200	71			7.22	
	4,000	217	116			8.76	
Fluorescent	19,200	200	122			4.70	2.84

* These units are listed in new PFL inventories.
 ** The installed energy charge is 2.40¢ per kWh.
 *** This method based on "Full" charge. (Breakdown of charges is not provided.)
 **** New Customer based on the date of their order placed at PFL. Installations cannot include changing workben.

Charges for other PFL-owned facilities:
 Wheel pull used only for the street lighting system \$4.10
 Concrete pole used only for the street lighting system \$2.10
 Pole top used only for the street lighting system \$2.10
 Pole top used only for the street lighting system \$2.10
 Underground conductors and meter panels \$2.50 per foot
 Underground conductors under poles \$2.00 per foot

The Underground conductors under poles charge is not apply when a C&C is paid present to install "W" under Customer Contribution. The Underground conductors not under poles charge will apply to these situations.

(Continued on Sheet No. 8.717)

FLORIDA POWER & LIGHT COMPANY

Formosa, Boreland Sheet No. E-117
 Canada, Fortwrench, Boreland Sheet No. E-177

(Continued from Sheet No. E-116)

On Customer-owned Street Lighting System, where Customer requests to reduce or to cease to pay the Monthly Rate for purchased energy shall be 2.00¢ per kWh of purchased energy of each year plus applicable tax. The Street Lighting System shall be maintained by the Customer. The Customer shall be responsible for the maintenance of the system, including the purchase of materials and labor for each unit and for each unit. The customer shall be responsible for the maintenance of the system, including the purchase of materials and labor for each unit and for each unit. The customer shall be responsible for the maintenance of the system, including the purchase of materials and labor for each unit and for each unit.

During the initial installation period:
 Facilities in service for 14 days or more will be billed for a full month.
 Facilities in service for 14 days or more will be billed for a full month.

SCHEDULED DOWNTIME

Upon the second occurrence of a scheduled outage to any FPL owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the outage is due to a scheduled outage, the Customer shall be responsible for the cost incurred for repair or replacement.

- a) Replace the fixture with a standard model. The Customer shall pay \$200.00 for the actual price of standard item. However, if the Customer desires to have an actual standard item the Customer shall pay for the \$200.00 cost of the fixture, or
- b) Replace with a FPL standard fixture. For this and subsequent occurrences, the Customer shall pay for each specified under "Standard of Workmanship" or
- c) Transference to the System.

Order schedule shall be made by the Customer in writing and shall be at least 14 days before the start of the outage. The Customer shall be responsible for the cost incurred for repair or replacement. The Customer shall be responsible for the cost incurred for repair or replacement.

Construction Charge	See Sheet No. E-0041
Capacity Payment Charge	See Sheet No. E-0041
Engineering Charge	See Sheet No. E-0041
Fuel Charge	See Sheet No. E-0041
Start Charge	See Sheet No. E-009
Transfer Fee	See Sheet No. E-001
Tax Charge	See Sheet No. E-003

SPECIAL CONDITIONS

Customer whose lights are turned off during the month shall receive a credit equal to the total charges associated with the fixtures that are turned off.

TERMINAL SERVICE

Initial term of one (1) year with automatic renewal from (1) year thereafter unless terminated in writing by either FPL or the Customer at least sixty (60) days prior to the current term's expiration.

RULES AND REGULATORY ACTIONS

Service under this schedule is subject to review of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for the Service of Light" as published by the Florida Public Service Commission. In case of conflict between any provision of this schedule and such "General Rules and Regulations for Service of Light", the provision of this schedule shall apply.

Issued by: S. E. Boreland, Director, Service and Training
 Effective: January 2, 2013

FLORIDA POWER & LIGHT COMPANY

Sixteenth Revised Sheet No. 8.720
Cancel Fifteenth Revised Sheet No. 8.728

PRELIMINARY

RATE SCHEDULE: PL-1

AVAILABLE:

In all territory served.

APPLICATION:

FPL-owned lighting facilities not available under rate schedule PL-1 and CL-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 unattended 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 to 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.

LOCATION OF SERVICE:

Installation shall be made only when, in the judgment 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, on-call, or remote 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 (less 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 Preliminary Lighting Agreement.

(Continued on Sheet No. 8.721)

Issued by: S. R. Bessing, Director, Rates and Tariffs
Effective: January 2, 2013

FLORIDA POWER & LIGHT COMPANY

Twenty-Five Barford Street No. 6171
 Clearwater, Florida 34615

(Continued from Sheet No. 6170)

MONTHLY RATE:

Facilities:	Monthly rate in force for Customer's who have executed a Production Lighting Agreement under March 1, 2016
Fixed fee rate:	10 years payment option: 1.3457% of total load under cost.
	20 years payment option: 0.825% of total load under cost.
Maintenance:	77% reduced cost of substantial lighting facilities.
Billing:	77% assumes the right to assume a charge for the recovery of any dedicated lighting systems developed solely for C&I use.
Energy:	KWH Consumption for Energy shall be calculated using the following formula: KW/HR System (max) x 24 x Hours per month x 100
Non-Fuel Energy:	2.0064 \$/kWh
Construction Charge:	See Sheet No. 6180A
Capacity Payment Charge:	See Sheet No. 6180A1
Performance Charge:	2% Sheet No. 6180A1
Fuel Charge:	See Sheet No. 6180A1
Steam Charge:	See Sheet No. 6180
Production Fee:	See Sheet No. 6181
Tax Charge:	See Sheet No. 6181

Over the Mid-Transition period
 Production fee amount for 15 degree hours will be 100%
 Production fee amount for 16 degree hours will be 100%.

ANNUAL MONTHLY BILL:

The attachment quantity bill shall be the applicable Production Maintenance and Billing charges.

(Continued on Sheet No. 6171)

FLORIDA POWER & LIGHT COMPANY

Revenue Deferral Sheet No. E-772
 Current Sheet Deferred Sheet No. E-772

(Continued from Sheet No. E-771)

EARLY TERMINATIONS:

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Purchase Liability Agreement by giving notice of such termination to the Company. Upon early termination of service, the Customer shall pay an amount determined by applying the following Termination Rates to the historical cost of the facilities, based on the year in which the Agreement was terminated. These Termination Rates will not apply to Customers who decided to pay for the facilities in a lump sum in lieu of a monthly payment.

FTL may also charge the Customer for the cost to the utility for removing the facilities.

Ten (10) Year Payment Option	Termination Rate	Twenty (20) Year Payment Option	Termination Rate	
			10 Year	20 Year
1	1,1941	1	1,1941	1,1941
2	1,0964	2	1,0963	1,0963
3	9,9473	3	1,0284	1,0284
4	8,8575	4	1,0077	1,0077
5	8,7469	5	9,9473	9,9473
6	8,6445	6	9,8920	9,8920
7	8,5441	7	9,8411	9,8411
8	8,4450	8	9,7929	9,7929
9	8,3524	9	9,7461	9,7461
10	8,2659	10	9,7004	9,7004
210	8,1877	11	9,6598	9,6598
		12	9,6212	9,6212
		13	9,5845	9,5845
		14	9,5495	9,5495
		15	9,5161	9,5161
		16	9,4843	9,4843
		17	9,4541	9,4541
		18	9,4254	9,4254
		19	9,3982	9,3982
		20	9,3725	9,3725
			9,3482	9,3482
			9,3253	9,3253
			9,3038	9,3038
			9,2836	9,2836
			9,2647	9,2647
			9,2471	9,2471
			9,2307	9,2307
			9,2155	9,2155
			9,2015	9,2015
			9,1886	9,1886
			9,1768	9,1768
			9,1661	9,1661
			9,1565	9,1565
			9,1480	9,1480
			9,1405	9,1405
			9,1340	9,1340
			9,1285	9,1285
			9,1240	9,1240
			9,1205	9,1205
			9,1180	9,1180
			9,1165	9,1165
			9,1160	9,1160
			9,1165	9,1165
			9,1180	9,1180
			9,1205	9,1205
			9,1240	9,1240
			9,1285	9,1285
			9,1340	9,1340
			9,1405	9,1405
			9,1480	9,1480
			9,1565	9,1565
			9,1661	9,1661
			9,1768	9,1768
			9,1886	9,1886
			9,2015	9,2015
			9,2155	9,2155
			9,2307	9,2307
			9,2471	9,2471
			9,2647	9,2647
			9,2836	9,2836
			9,3038	9,3038
			9,3253	9,3253
			9,3482	9,3482
			9,3725	9,3725
			9,4000	9,4000

WILDLIFE DAMAGE:

In the event of wildlife damage to these facilities, FPL will provide the initial repair of each damaged item at its expense. Upon the second occurrence of wildlife damage, and subsequent occurrences to those 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. The Commission may modify or amend these rules and regulations and such "General Rules and Regulations for Electric Service" are provided in this schedule and apply.

Issued by: G. K. Brown, Director, Rates and Tariffs
 Effective: January 1, 2012

FLORIDA POWER & LIGHT COMPANY

Twenty-Second Revised Sheet No. 472
 Casuals Twenty-First Revised Sheet No. 472

OUTDOOR LIGHTING

BAISESHELLSOLA

AVAILABLE:

In all existing service.

APPLICATIONS:

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 conveniently accessible to Company equipment used for construction and maintenance.

It is intended that Company-owned security lights will be furnished on existing Company-owned electric facilities, or that connections will be made to existing electric facilities owned by the Customer. The Company will not be responsible for the installation of electrical loadback or loadback. Where new outdoor security lighting is required, such as for large parking lots or other commercial areas, the Customer will provide the design, support and financing, while the Company will connect to the Customer's system and provide the services indicated below.

SERVICES:

Service includes being responsible for providing and installing all equipment, including the following: site survey, design, engineering, construction, testing, and maintenance. The Company will replace all burned-out lamps and will maintain the battery charging system and wiring in good condition. The Company will provide the following conditions for the Customer that such work is necessary. The Company shall be provided to cover the Customer's practices at all reasonable times for the purpose of inspecting, maintaining, handling and removing any or all of its equipment and facilities.

The Company will consider reasonable requests at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damage to any equipment, building or other property, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

LIMITATIONS OF SERVICE:

This schedule is not available for service currently applied on the Company's standard street lighting schedule. Company-owned facilities will be furnished only on Company-owned poles. Company-owned poles, Company-owned facilities will be furnished only on Company-owned poles. Overhead conductors will not be furnished in any area designated as an underground distribution area, or any area, premises or building served from an underground source. Service or work service not provided hereunder.

MONTHLY RATES:

Landscape Type	Lamp Size Watts	Lamp Type	KWH/Day Estimate	Charge for Company-Owned Facilities (kWh)			Charge for Customer-Owned Facilities (kWh)	
				Energy	Material	Total	Material	Total
High-Tension Street Type	4000	70	29	4.29	1.44	0.70	2.34	0.70
"	3500	100	41	4.75	1.44	1.00	2.64	1.00
"	16000	150	60	4.75	1.47	1.46	3.13	1.46
"	24000	200	83	6.93	2.16	2.14	4.30	2.14
"	32000	400	160	7.20	3.15	4.08	4.31	4.08
"	4000	150	40	1.71	1.48	1.41	3.21	1.41
"	1600	175	71	3.47	1.48	1.27	3.20	1.41
"	31000	400	140	5.62	2.08	3.09	3.97	3.09

* These rates are based on new Company facilities.
 ** The included energy charge is \$0.011 per kWh.
 (Continued on Sheet No. 472a)

FLORIDA POWER & LIGHT COMPANY

Twenty-Five Bayland Street No. 6752
 Orlando, Florida 32819

(Continued from Sheet No. 6725)

Charges for other Company-owned facilities:

Wind jobs and type of conductor:	24.42
Conductor job and type of conductor:	21.44
Protective job and type of conductor:	21.44
Other job and type of conductor:	21.44
Underground conductors (including trenching)	\$2,045 per foot
Dismantling, Anchor and Restorer:	\$2.31

For Customer-owned overhead lines, when the Customer requests to supply at the cost to FPL, the monthly rate for non-field energy shall be 2.0111 per kWh of additional length of line with plus adjustments.

Customer-owned Charge	See Sheet No. 6,020.1
Capacity Payment Charge	See Sheet No. 6,020.1
Developmental Charge	See Sheet No. 6,020.1
Other Charge	See Sheet No. 6,040
Penalty Charge	See Sheet No. 6,211
Reschedule Fee	See Sheet No. 6,211
The Charge	See Sheet No. 6,201

ITEMS OF SERVICE:

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

If the Customer requires service within the jurisdiction of the local laws of the agreement, the Company may require reimbursement for the total equipment and installation charges, which plus the cost of removal of the facilities installed less the average 7500 hours earned, shall not 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 necessary effective "General Order" and "General Rules" of the Florida Public Service Commission. In case of conflict between any provision of the schedule and such "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

COMPANY-OWNED FACILITIES:

Company-owned facilities generally will be installed on Company's existing distribution poles and served from existing overhead wires. The Company will provide one year of secondary conductors than existing secondary facilities in a Company-owned line 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 furnished by the Company upon written request by the Customer to use the facilities for a minimum of three years and pay such month charge specified under SECTION 6.040.1.

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 by the Company's distribution lines or the cost of any other facilities required for the installation of poles to be served hereunder.

At the Customer's request, the Company will upgrade to a higher level of distribution without a service charge when the changes are necessary to meet existing practices. The Customer will pay the Company the net cost incurred in making other than the design. In all cases where facilities are replaced, the Customer will sign a new service agreement. Billing on the net for the new facilities or lump sum will begin as of the next regular billing date. A limitation may be indicated in the Customer's request upon payment by the Customer of the cost of removal and reinstallation.

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

(Continued on Sheet No. 6727)

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. E.777
Cancels Third Revised Sheet No. E.777

(Continued from Sheet No. E.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-Six Portland Street No. E179
Orlando, Florida 32803 Telephone No. E179

TRAFIC SIGNAL SERVICE

RATE SCHEDULE NO. 823
AVAILABLE

to all territory served.

APPLICATION:

Excludes for public signal lighting where the signal system and the street to connect with Company's existing supply lines are installed, owned and maintained by Customers.

SERVICE:

Single phase, 60 hours and approximately 1200/40 volts or higher, at Company's option.

MONTHLY RATE:

Non-Peak Energy Charge:

Base Energy Charge	1.0000 per kWh
Commodity Charge	See Sheet No. E1001
Capacity Fixed Charge	See Sheet No. E1002
Environmental Charge	See Sheet No. E1003

Additional Charges:

Fuel Charge	See Sheet No. E2001
Power Charge	See Sheet No. E200
Production Fee	See Sheet No. E201
Tax Charge	See Sheet No. E201

Minimum: \$1.00 at each point of delivery.

Notes: 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 time or utilization of manufacturer ratings and specifications. The monthly operation shall be based on a period of 720 hours; however, the portion of the operation which is in a noncontinuous basis shall be adjusted to reflect such operation.

TERMS OF SERVICE:

Not less than one (1) billing period.

NOTICE OF CHANGE:

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

DISCLAIMER:

Florida Public Utilities is subject to orders of governmental bodies having jurisdiction and to the currently effective Florida Rules and Regulations for Electric Service and the Florida Public Utilities Commission. In case of conflict between any provision of the Florida and FPL Rules and Regulations for Electric Service, the provision of this schedule shall apply.

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 8.743
Cancels Third Revised Sheet No. 8.743

RECREATIONAL LIGHTING

(Closed Schedule)

RATE SCHEDULE: R-61

AVAILABLE:

In all territory served. Available to any customer, who, as of January 16, 2011, 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 limited to, baseball, softball, football, soccer, tennis, and basketball.

SERVICE:

Service will be rendered 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 delay 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 judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and conveniently accessible to the Company equipment and personnel for both construction and maintenance.

Stand-by, non-fire, or remote 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 scheduled 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 3.1194. 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)

FLORIDA POWER & LIGHT COMPANY

Fourth Revised Sheet No. 2.744
Cancel Third Revised Sheet No. 2.744

(Continued from Sheet No. 2.743)

MONTHLY RATE:

Facilities:

Paid in full:	Monthly rate in 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. 2.030.1

Capacity Payment Charge

See Sheet No. 2.030.1

Environmental Charge

See Sheet No. 2.030.1

Fuel Charge

See Sheet No. 2.030.1

Storm Charge

See Sheet No. 2.040

Franchise Fee

See Sheet No. 2.031

Tax Clause

See Sheet No. 2.031

MINIMUM MONTHLY BILL:

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

(Continued on Sheet No. 2.745)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 5,745
 Fourth Revised Revised Sheet No. 5,745

(Continued from Sheet No. 5,744)

QUALITY OF SERVICE:

If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Transactional Lighting Agreement by giving at least 60 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 number of months of service not received) to which the Agreement was prepaid. These Termination Factors will not apply to Customers who default to pay for the duration of the term of the standard program.

FP&L may also charge the Customer for the cost of the utility for recovering the facilities.

Termination Period (Days)	Termination Factor	Termination Period (Days)	Termination Factor
1	1.0000	1	1.1941
2	1.0206	2	1.2481
3	0.9477	3	1.2583
4	0.8775	4	1.2773
5	0.7603	5	0.7943
6	0.6383	6	0.6740
7	0.5491	7	0.5729
8	0.4841	8	0.4880
9	0.3974	9	0.4441
10	0.1517	10	0.2609
>10	0.0000	11	0.7753
		12	0.6402
		13	0.5823
		14	0.5165
		15	0.4416
		16	0.3667
		17	0.2872
		18	0.1983
		19	0.1100
		20	0.0000
		>20	0.0000

WITHOUT DAMAGE:

In the event of without damage to these facilities, FP&L will provide the initial repair of such installed items at its expense. The Customer shall be responsible for the cost of replacement of such facilities, and subsequent occurrence to those FP&L-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 the event 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. Greshko, Director, Rates and Tariffs
 Issuance: January 7, 2013

FLORIDA POWER & LIGHT COMPANY

Electric Revised Sheet No. 8-759
 Circuit Test Revised Sheet No. 8-759

STANDBY AND SUPPLEMENTAL SERVICE

RATE SCHEDULE: S-EI

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 own 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 (breakdown) outage 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 generation 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 preclude 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. Bounds of service is not defined hereunder.

Transformation Rider - TR, Sheet No. 8-822, does not apply to Standby Service.

MONTHLY RATE:

STANDBY SERVICE Delivery Voltage	Below 69 kV			69 kV & Above SST-1(T)
	SST-1(D1) Below 200 kW	SST-1(D2) 200 to 1,599 kW	SST-1(D3) 2,000 kW & Above	
Contract Standby Demand:				All Levels
Customer Charge	\$100.00	\$100.00	\$375.00	\$1,431.71
Demand Charges				
Base Demand Charge:				
Distribution Demand Charge per kW of Contract Standby Demand	\$2.70	\$2.70	\$2.70	0000
Reserve Demand Charge per kW	\$1.00	\$1.00	\$1.00	\$1.00
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. 8-550.1			

(Continued on Sheet No. 8-751)

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

FLORIDA POWER & LIGHT COMPANY

Standardized Sheet No. 1319
 General Standard Sheet No. 1319

**INTERMITTENT STANDBY AND SUPPLEMENTAL SERVICES
 (OPTIONAL)**

DATE SCHEDULE: NRE1

AVAILABLE: Is all service covered by the Company. Service under this rate schedule is on a contract by customer basis subject to the completion of engineering necessary for implementation.

INDICATION OF AVAILABILITY: This schedule may be modified or withdrawn subject to deregulation under Interim Commission Rule 25-04001, F.A.C., Non-Firm Electric Service. Terms and Conditions of any other Commission determination.

APPLICATION:

A Customer who is eligible to receive service under the Standby and Supplemental Service, (SST-1) rate schedule may, on an option, take service under this rate schedule, unless the Customer has received a request to not firm capacity under energy to the Company, and the Customer cannot object to generator 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.

Customer utility service under this rate schedule shall cover two an interruptible Standby and Supplemental Service Agreement ("Agreement"). This interruptible load shall not be served on a firm service basis until service has been provided under the rate schedule.

SERVICE:

Three phase, 60 hertz, and all other available standard voltage.

A designated portion of the Customer's load served under this schedule is subject to interruption by the Company. The interruption shall be not provided whenever:

INTERMITTENT SERVICE Delivery Voltage	Intermittent Standby (SST-1) (0)	Intermittent Standby (SST-1) (1)
Customer Charge	\$175.00	\$1,091.00
Demand Charge		
Basic Demand Charge	\$2,700	\$2,700
Maximum Demand Charge per kW of Customer Standby Demand	\$1,000	\$1,000
Maximum Demand Charge per kW of Intermittent Standby Demand	\$1,000	\$1,000
Daily Demand Charge per kW for each daily maximum On-Peak	\$0.05	\$0.07
Intermittent Standby Demand		
Daily Intermittent Standby Demand Charge per kW for each daily maximum On-Peak	\$0.49	\$0.38
Daily Intermittent Standby Demand Charge per kW for each daily maximum Off-Peak		
Customer Payment and Compensation Charge	See Sheet No. 1300.1	
Non-Firm Energy Charge		
Basic Energy Charge		
On-Peak Period Charge per kW	\$1796	\$2012
Off-Peak Period Charge per kW	\$2796	\$2012
Intermittent Charge		

(Continued on Sheet No. 1311)

Issued by F. L. Young, Director, Rates and Tariffs
 Effective January 7, 2013

FLORIDA POWER & LIGHT COMPANY

Twelfth Revised Sheet No. 3,420
Czech Eleventh Revised Sheet No. 3,420

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 \$0.37 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.

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

FLORIDA POWER & LIGHT COMPANY

File-Service's Bar-Joint Sheet No. E130
 Central File-Service's Bar-Joint Sheet No. E130

SEASONAL DEMAND-TIME OPTION RATES-SIDA
 (OPTIONAL)

RIDER: SIDA
 AVAILABLE
 to all territory served.

APPLICATIONS
 Applications required for commercial or industrial lighting, power and air order programs with a seasonal demand to occur at 250 kW.
 This is an optional rate available to commercial customers served under the OSM-1, OSM-T-1, OSM-L-1, OSM-L-2, OSM-L-3 or OSM-L-4 Base
 Rateplans.

SERVICES
 Applications shall show all parts and all applicable seasonal ratings. All services required are provided by Customer and are furnished through
 the applicable utility. Details of service to be provided to be provided to the customer.

MONTHLY RATE
 OPTION A: Non-Seasonal Standard Rate

	SMTH-1	SMTH-2	SMTH-3
Annual Maximum Demand	21,492 kW	20,159 kW	2,001 kW/season
Customer Charge	\$34.00	\$44.00	\$197.00
Seasonal On-Peak Demand Charge	\$220	\$200	\$920
Per kW of Seasonal On-Peak Demand			\$2.10

Non-Seasonal Demand Charge	\$4.70	\$1.70	\$2.10
Per kW of Non-Seasonal Maximum Demand			
Capacity Payment Charge	See Sheet No. E130		
Construction Charge	See Sheet No. E130		

Energy Charge

Base Seasonal On-Peak Per kWh of Demand	6.47¢	4.40¢	3.25¢
On-Peak Energy Per kWh of Demand	1.21¢	0.81¢	0.25¢
Off-Peak Energy Per kWh of Demand			
Base Non-Seasonal Energy Charge Per kWh of Non-Seasonal Energy	1.72¢	1.77¢	1.14¢

Environmental Charge: See Sheet No. E130

Additional Charges

Load Charge	See Sheet No. E130
Fixed Charge	See Sheet No. E130
Franchise Fee	See Sheet No. E101
Tax Charge	See Sheet No. E101

FLORIDA POWER & LIGHT COMPANY

Filed Pursuant to Order No. 120015-EI
 Case No. 120015-EI

(Continued from Sheet No. 1.131)

	2011	2012	2013
OFFICIAL: Non-Seasonal Year of the Base	2011	2012	2013
Actual Maximum Demand	21,529 kW	20,129 kW	20,072 kW
Customer Charge	\$2,100	\$1,600	\$1,900
Demand Charge:			
Seasonal Demand Charge	\$1.20	\$1.50	\$2.25
Per kW of Forecast On-peak Demand			
Non-Seasonal Demand Charge	\$1.70	\$1.70	\$1.10
Per kW of Non-Seasonal Peak Demand			
Capacity Payment Charge	\$10.00	\$10.00	\$10.00
Per kW of Capacity			
Commodity Charge	\$10.00	\$10.00	\$10.00
Energy Charge:			
Base Seasonal On-Peak	6.71¢	4.44¢	1.22¢
Per kWh of Seasonal On-Peak Energy			
Base Seasonal Off-Peak	1.21¢	0.21¢	0.22¢
Per kWh of Seasonal Off-Peak Energy			
Base Non-Seasonal On-Peak	1.40¢	2.41¢	1.20¢
Per kWh of Non-Seasonal On-Peak Energy			
Base Non-Seasonal Off-Peak	1.21¢	0.21¢	0.22¢
Per kWh of Non-Seasonal Off-Peak Energy			
Environmental Charge	\$10.00	\$10.00	\$10.00
Additional Charges:			
Fuel Charge	\$10.00	\$10.00	\$10.00
Plant Charge	\$10.00	\$10.00	\$10.00
Transmission Charge	\$10.00	\$10.00	\$10.00
The Charge	\$10.00	\$10.00	\$10.00

Note: Charge for the Capacity Payment is currently reduced to Demand Charge.

(Continued on Sheet No. 1.132)

Approved by: E. R. Starnik, Treasurer, Finance and Administration
 January 2, 2013

Approved by: E. R. Starnik, Treasurer, Finance and Administration
 January 2, 2013

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 9.951
 Cancel First Revised Sheet No. 9.951

(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

1.01 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)			

1.02 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. Project value factor	1.52	1.52	1.52
e. Performance Guaranty (c * d)			

(Continued on Sheet No. 9.952)

Issued by: S. E. Roush, Director, Rates and Tariffs
 Effective: January 1, 2013

