



Kevin I.C. Donaldson  
Senior Attorney  
Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, FL 33408-0420  
(561) 304-5170  
(561) 691-7135 (Facsimile)  
E-mail: Kevin.Donaldson@fpl.com

December 16, 2016

**-VIA ELECTRONIC FILING-**

Ms. Carlotta S. Stauffer  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

**RE: Docket No.: \_\_\_\_\_  
Florida Power & Light Company's Petition for Approval of New Pilot Light  
Emitting Diode (LED) Tariff**

Dear Ms. Stauffer:

Please find enclosed for electronic filing as a new docket, Florida Power & Light Company's Petition for Approval of a New Pilot Light Emitting Diode (LED) Tariff, along with Exhibits A through F.

If there are any questions regarding this transmittal, please contact me at (561)304-5170.

Sincerely,

s/ Kevin I.C. Donaldson  
Kevin I.C. Donaldson, Esq.  
Fla. Bar No. 0833401

Enclosure

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Florida Power & Light )  
Company’s Petition for Approval )  
Of New Optional LED Streetlight Tariff )

Docket No. \_\_\_\_\_

Filed: December 16, 2016

**FLORIDA POWER & LIGHT COMPANY’S  
PETITION FOR APPROVAL OF A NEW OPTIONAL  
PILOT LED STREETLIGHT TARIFF**

Florida Power & Light Company (“FPL”), through undersigned counsel and pursuant to Sections 366.04, 366.05 and 366.06, Florida Statutes,<sup>1</sup> and Rule 25-6.033, Florida Administrative Code, hereby petitions the Florida Public Service Commission (the “Commission”) for approval of a new optional pilot Light Emitting Diode (“LED”) Streetlight tariff (“LT-1”) and accompanying LED Streetlight Agreement (“LT-1 Agreement”). In support of the Petition, FPL states as follows:

**INTRODUCTION**

1. FPL is an investor-owned utility with headquarters at 700 Universe Boulevard, Juno Beach, Florida 33408, operating under the jurisdiction of the Commission pursuant to the provisions of Chapter 366, Florida Statutes. FPL provides generation, transmission, and distribution service to more than 4.8 million retail customers.

---

<sup>1</sup> All Florida statutory references are to the 2016 Florida Statutes.

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

Kenneth A. Hoffman  
Vice President Regulatory Affairs  
Ken.Hoffman@fpl.com  
Florida Power & Light  
Company  
215 S. Monroe Street, Ste 810  
Tallahassee, FL 32301  
850-521-3919  
850-521-3939 (fax)

Kevin I.C. Donaldson  
Senior Attorney  
Kevin.Donaldson@fpl.com  
Florida Power & Light  
Company  
700 Universe Boulevard  
Juno Beach, FL 33408  
561-304-5170  
561-691-7135 (fax)

3. This Petition is being filed consistent with Rule 28-106.201, Florida Administrative Code. The agency affected is the Florida Public Service Commission, located at 2540 Shumard Oak Blvd, Tallahassee, FL 32399. This case does not involve reversal or modification of an agency decision or an agency's proposed action. Therefore, paragraph (c) and portions of paragraphs (e), (f) and (g) of subsection (2) of such rule are not applicable to this Petition. In compliance with paragraph (d), FPL states that it is not known which, if any, of the issues of material fact set forth in the body of this Petition may be disputed. All other requirements for petitions filed under Rule 28-106.201 are satisfied herein. Moreover, this Petition is consistent with FPL's Rate Case Settlement Agreement that was approved by the Commission on November 29, 2016, which permits the filing of optional tariffs such as this one.

### **I. BACKGROUND AND OVERVIEW**

4. In 2009, FPL began a pilot program that installed LED streetlights at its Juno Beach facility. At that time, FPL did not offer an FPL-owned LED streetlight option; however, FPL was willing to work with customers to facilitate customer-owned LED streetlight facilities. Those customers were charged for energy used only. As customer interest in LED lighting grew,

FPL began offering FPL-owned LED lighting in 2013 under the Premium Lighting Tariff (PL-1). The PL-1 tariff provides that the lighting service is to be unmetered, with energy supplied from dusk each day until dawn the following day, and includes lighting installation, as well as facilities maintenance for FPL-owned lighting circuits. The PL-1 term of service is for twenty (20) years with the customer having the option, at the end of term, to elect to enter into a new agreement based on current estimated replacement costs. Finally, under the PL-1 tariff the customer is required to pay a lump sum in advance for the construction of the LED lighting facilities.

5. FPL has determined, based in part on customer feedback, that the PL-1 tariff is not always the preferred method to provide LED lighting to its customers. One reason is that the tariff's upfront payment requirement and change-out costs are viewed as barriers to adoption by some customers. As of June 2016, FPL has installed approximately 1,691 LED fixtures, which amount to only eight percent (8%) of all fixtures under the PL-1 tariff and 0.3% of the total fixtures in FPL's streetlight system. Because interest in LED lighting under the PL-1 tariff has been limited, FPL has developed the proposed new LT-1 tariff to offer additional lighting options to our customers.

6. FPL's customers have emphasized that they would like the following features in an LED lighting tariff:

a. Customers would like to have the alternative of converting from High Pressure Sodium Vapor ("HPSV") to LED lighting. Customers are looking for a conversion option in which they would not have to pay an upfront construction charge but instead would pay a monthly charge as they are doing for their HPSV fixtures.

b. Customers have also requested that the LED lighting tariff allow them to calculate their lighting costs and savings more easily. Some customers have advised FPL that they find it difficult to calculate the costs and savings for their LED installations and conversions under the PL-1 tariff.

c. Finally, customers have asked that FPL provide a better variety of LED lighting options from which to choose. As noted above, the LED lighting options under the PL-1 tariff are limited, and more variety would allow the customer to tailor and design their lighting system as they see fit.

## **II. FPL's PROPOSAL**

7. In response to the customer feedback described above, FPL has developed the proposed optional pilot LT-1 tariff and accompanying LT-1 Agreement. The proposed LT-1 tariff is reflected in Tariff Sheet Nos. 8.735-8.738 attached hereto as Composite Exhibit "A", in legislative and clean format. Attached as Exhibit "B" is the Fifty-Fifth Revised Tariff Sheet No. 8.010, the Index of Rate Schedules reflecting the addition of the LT-1 tariff, in legislative and clean format. Customers who wish to take service under the LT-1 tariff will be required to sign an LT-1 Agreement, Tariff Sheet 9.140 – 9.144, in the form attached hereto as Composite Exhibit "C" in legislative and clean format. The LT-1 Agreement sets forth the specific terms and conditions upon which the customer and FPL agree to the installation or modification of street lighting facilities at specific service locations for a minimum term. Finally, Forty-Third Revised Tariff Sheet No. 9.010, the Index of Standard Forms reflecting the addition of the LT-1 Agreement, is attached hereto as Exhibit "D" in legislative and clean format.

8. FPL is proposing the optional LT-1 tariff as a three-year pilot, for the years 2017-2019. The tariff will serve both FPL-owned and maintained streetlight circuits as well as

customer-owned street and area light circuits with FPL-owned and maintained LED fixtures.

The main reasons why FPL is proposing the LT-1 tariff as a pilot program are as follows:

- a) FPL is proposing a phased roll-out of the LT-1 tariff offerings because, as the technology in the LED industry changes rapidly, the pilot approach affords FPL the opportunity to address customer dissatisfaction when manufacturers cannot adequately meet customer demand. FPL is concerned that offering the LT-1 tariff throughout FPL's service territory from the outset would create a risk of significant delays in providing LED lighting to customers on a timely basis, if customer demand outstripped the available supply of the popular fixture types. FPL believes that the use of a phased roll-out is more appropriate for a pilot program than a permanent tariff.
- b) The charges under the LT-1 tariff are structured around a tiered matrix, which will be explained in greater detail below. Offering the LT-1 tariff initially as a pilot will give FPL the opportunity to evaluate whether the proposed number of fixture tiers, currently set at ten, is the most effective means of grouping fixture offerings or whether the number of fixture tiers should be increased or decreased based on customer feedback.

9. The LT-1 tariff will require no upfront customer payment for standard circuit construction and offers a greater selection of LED light fixtures than is currently offered to customers. All LT-1 customers will pay a monthly fixture, maintenance, and energy charge. Upon approval by the Commission, the LT-1 tariff will be rolled out statewide over a twenty-four month period beginning in the southern portion of FPL's service territory (i.e., Miami-Dade and Collier Counties) and expanding northward throughout the service territory thereafter.

10. The “Monthly Rates for LED fixtures” are identified using the matrix shown of LT-1 tariff sheet 8.736, Exhibit “A.” The LED matrix is intended to accommodate a wide range of fixture costs and energy consumption for different LED lighting products:

a) The fixture tiers are presented horizontally on the “X axis” of the LED matrix beginning with Tier 1 and continuing through Tier 10. Each individual fixture tier represents the monthly fixture charge for all types of LED fixtures whose installed costs fall within the range covered by that tier. The fixture tiers start with Tier 1 at the far left for the lowest-cost fixtures, and progressively move horizontally to the right across the matrix to higher estimated installed cost ranges, with the fixture charge increasing by \$3.00 per tier. Fixture Tier 10 represents the highest monthly fixture charge, for LED fixtures with the highest estimated installed fixture costs.

b) The energy tier is presented vertically on the “Y axis” of the matrix beginning with Tier A and continuing through Tier T. Similar to the fixture tiers, the individual energy tiers represent the monthly energy charge for fixtures whose energy usage falls within specified wattage ranges. The energy tiers start with Tier A at the top of the matrix, which is for LED fixtures that are separately metered and therefore the customer would not pay a separate energy charge under the LT-1 tariff. The remaining energy tiers progressively move down the matrix, with the energy charge increasing by \$0.20 per tier. The maximum energy charge is found on the matrix in energy Tier T, which is for the highest wattage grouping of LED fixtures.

FPL believes that fixture and energy tiered approach better enables the Company to offer a greater variety of LED fixtures at rates that customer should find attractive to encourage them to convert from their traditional streetlights to more efficient LED fixtures.

11. The fixture charge under the proposed LT-1 tariff matrix is intended to recover the initial capital investment of the fixture and any subsequent replacement. The proposed LT-1 fixture charge for a particular fixture will be calculated as follows:

- a) First, FPL will calculate the individual fixture cost for each lighting fixture. This individual fixture cost is based on the estimated cost to install plus any additional costs such as carrying costs and taxes to arrive at an all-in cost for the fixture. FPL annualizes the all-in fixture costs using the asset life, which is then divided by 12 to get the monthly fixture cost.
- b) Second, the monthly fixture cost is then assigned to the appropriate fixture tier on the LED matrix. FPL has used a standard \$3.00 range within each fixture tier to develop the LED matrix shown on tariff sheet 8.736. The proposed tariff fixture charge for each tier is the mid-point of the \$3.00 range for that tier. For example, Tier 5 is based on estimated installed costs for fixtures ranging from a minimum of \$942.67 to a maximum of \$1,178.32, which corresponds to a range of monthly fixture charges from \$12.00 to \$15.00 with a mid-point of \$13.50. All fixtures with an estimated installed cost within that range would be included in fixture Tier 5 and would have a monthly fixture charge of \$13.50. FPL could offer an LED fixture such as an American Electric Autobahn Roadway light (“Autobahn”) with an estimated install cost of \$1,029.89 as a candidate to replace the currently offered HPSV Cobra Roadway light, and this would fall within fixture Tier 5.



An example of how the fixture tier and its associated monthly fixture charges are developed and calculated is shown on Exhibit “E.”

12. The monthly energy charge under the proposed LT-1 tariff will be of the same form as the SL-1 energy rate -- that is, based on wattage tiers. However, there are industry standards for HPSV wattages that are used for the SL-1 tariff, but the wattages for LED lamps are not yet as standardized. For instance, HPSV lamps are offered in standardized 70W, 100W, 150W, 200W, and 400W increments sizes. In contrast, LED wattages can range from 29W to 831W with as many as thirty-five or more different variations of wattages within that range. Moreover, LED wattages continue to change as new technology develops and comes to market, making standardization of wattage tiers challenging. FPL has developed the energy tiers for the proposed LT-1 tariff shown in Exhibit “A” as follows:

- a) First, FPL will multiply the kilowatt (“kW”) demand for each LED fixture by the calculated annual hours of darkness to develop the expected kilowatt-hour (“KWh”) energy use for the fixture. The monthly energy cost for each LED fixture then will be calculated by multiplying the expected monthly kilowatt hours (“kWh”) by the per-kWh energy rate.
- b) Second, similar to the monthly fixture cost, the monthly energy cost for each fixture will be assigned to the appropriate energy tier on the LED matrix. FPL has used a standard \$0.20 range within each energy tier to develop the LED matrix shown on tariff sheet 8.736. The proposed tariff energy charge for each tier is the mid-point of the \$0.20 range for that tier. As noted above, energy Tier A addresses billing for fixtures that are part of a metered circuit, where there will be no separate energy charge. The remaining energy Tiers B through T were

developed using a low-to-midpoint-to-high range for the KWh and wattage criteria. In all instances, the monthly energy charge that FPL will charge customers reflects the midpoint of the range.

- c) Using the Autobahn example, this fixture is rated by the manufacturer at 260 watts. As shown on Exhibit “E,” energy Tier N is for a wattage range from 257 watts to 276 watts, with a midpoint of 267 watts. As a result, the customer would be charged a monthly energy charge of \$2.60 because the Autobahn fixture falls within the energy tier N range.

13. The fixture and energy charge tiers are combined into the LED matrix that appears on proposed tariff sheet 8.736. Customers will be able to view and choose from the different types of LED fixtures that appear in a catalog available on FPL’s website at <https://www.fpl.com/LED>. An exemplar of the catalog is attached as Exhibit “F.” As shown on Exhibit F, each fixture in the catalog is assigned to a fixture charge tier and an energy charge tier in the matrix. For example, the Autobahn fixture discussed above would fall within the “N5” billing tier and thus the associated charge for this fixture would be \$16.10 as shown on the LED matrix.

14. In addition to the fixture and energy charges that appear on the LED matrix, customers would pay a maintenance charge for LED fixtures under the LT-1 tariff. The maintenance charge is intended to recover the costs associated with maintaining the LED street light system. Examples of these maintenance costs include repairing conductors and replacing connectors. Currently, monthly maintenance charges are allocated based on the cost of the lighting fixture under the SL-1 tariff. However, FPL does not believe that this allocation method is ideal for the LT-1 tariff, because unlike conventional lighting fixtures, FPL has not found that

it costs more to maintain an expensive decorative LED fixture than it does to maintain a standard less expensive roadway LED fixture. Therefore, FPL proposes to utilize a new method of allocating maintenance charges which relies upon a flat fee per fixture rather than varying the fee based on the cost of the fixtures. As illustrated on LT-1 Tariff Sheet 8.737, Exhibit "A", a maintenance charge of \$1.72 per fixture will be applied to FPL owned fixtures on FPL poles and a maintenance charge of \$1.20 per fixture will be applied to FPL fixtures on customer-owned poles. Using our Autobahn fixture example above, if a customer chooses to replace their current HPSV Cobra roadway light with the Autobahn LED fixture on an FPL owned pole, the monthly maintenance charge would be \$1.72 per fixture, but if the customer instead had the Autobahn fixtures installed on their own poles, then the charge would be \$1.20 per fixture.

15. Consistent with FPL's existing policy for street light systems, FPL proposes that customers requesting a conversion from HPSV under the SL-1 tariff to LED lighting fixtures under the LT-1 tariff must pay the net book value and removal costs for the HPSV lighting fixtures that are retired as a result of the conversion. However, rather than requiring that the retirement costs be paid up front at the time of conversion, FPL has developed a conversion recovery fee to recover the remaining asset value and removal cost over time. As shown on the proposed LT-1 tariff, the conversion recovery fee would be \$0.97 per fixture, based on the system average net book value of non-LED fixtures.

16. FPL proposes to offer customers the option to take service under the LT-1 tariff for customer-owned street and area light circuits/poles that have FPL-owned and maintained LED fixtures. As discussed above, if the customer-owned circuits/poles are metered, then there would be a fixture charge but no separate LT-1 energy charge to the customer (i.e., the service would be taken under energy Tier A on the LED matrix). In addition, the customer would pay

the reduced maintenance charge of \$1.20 per fixture for customer-owned poles that is discussed above.

17. FPL has proposed a new LT-1 Agreement for the LT-1 tariff. This LT-1 Agreement is generally based on FPL's current SL-1 Streetlight Agreement but has been modified to include the following changes:

- a) The LT-1 Agreement allows for the description of the LED lighting fixtures installed and removed in more detail such as identifying the type, manufacturer, wattage, lumens, style and number installed. The SL-1 Agreement described the fixtures installed and removed by rating (in lumens), type, and number installed. This change allows for FPL and the customer to better understand the types of LED fixtures that will be utilized in the tiered rate approach;
- b) The LT-1 Agreement also provides space to add more details about the types of poles installed, removed, and existing such as wood, standard concrete, standard fiberglass, decorative concrete, and decorative fiberglass;
- c) The LT-1 Agreement includes an additional category description for the length of existing conductors and new conductor totals to better identify these amounts;
- d) The LT-1 Agreement contains additional provisions or changes such as ensuring that "lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements;" and the "lighting facilities shall remain the property of FPL in perpetuity." These changes are identified in legislative format on Exhibit "C" and were included to better articulate the responsibilities of the parties should any disagreement arise.

18. Under the LT-1 tariff and the LT-1 Agreement, the initial term of service will be ten (10) years with an automatic, successive five (5) year extension(s) unless terminated in writing by either FPL or the customer with at least ninety (90) days prior notice. In the event that a customer wishes to terminate service under the LT-1 rate before the normal expiration of either the initial term or an extension term, the customer will be required to pay the facility charge for all facilities being removed (fixtures, poles and wire) covered by the LT-1 Agreement over the remainder of the unexpired term, as well as the estimated cost of removal for the affected facilities.

WHEREFORE, Florida Power & Light Company respectfully requests that the Commission enter an order approving FPL' proposed optional LT-1 lighting tariff and LT-1 Agreement, and (ii) Tariff Sheets 8.735-8.738, 8.010, 9.010, and 9.140-9.144 attached hereto as Exhibits A through D; and (iii) grant any such other relief as may be deemed appropriate. FPL respectfully requests that the Commission review and approve the proposed LT-1 rate and LT-1 Street Light Agreement in time for FPL to begin offering them to customers in March 2017, initially in Miami-Dade and Collier Counties and then expanding northward through the remainder of FPL's service territory over a twenty-four month period.

Respectfully submitted this 16<sup>th</sup> day of December, 2016.

Kevin I.C. Donaldson  
Senior Attorney  
Fla. Bar No. 0833401  
Attorneys for Florida Power & Light Company  
700 Universe Boulevard  
Juno Beach, Florida 33408-0420  
(561) 304-5170

(561) 691-7135 (fax)

By: s/ Kevin I.C. Donaldson  
Kevin I.C. Donaldson  
Fla. Bar No. 0833401

**EXHIBIT**

**A**

LED LIGHTING PILOTRATE SCHEDULE: LT-1AVAILABLE:

In specific territories served, upon request of the entity that has jurisdiction over the area being lighted. Contact FPL for available installation territories.

APPLICATION:

For the purpose of lighting streets whether public or private, roadways, and common areas, other than individual residential locations. This includes but is not limited to parking lots, homeowners association common areas, or parks.

TYPE OF INSTALLATION:

FPL-owned fixtures normally will be mounted on poles of FPL's existing distribution system and served from overhead wires. On request of the Customer, FPL will provide special poles or underground wires at the charges specified below. FPL, at its discretion, may offer the customer the option of FPL-owned fixtures attached to poles owned by the customer.

SERVICE:

Service includes energy from dusk each day until dawn the following day and maintenance of FPL-owned Lighting Systems. Maintenance includes replacement or repair of any circuit component to assure the facilities are operational and safe.

LIMITATION OF SERVICE:

Stand-by or resale service is not permitted

hereunder. CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

- a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Lighting System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by FPL with a credit (not to exceed the total CIAC cost) for the value of this work as determined by FPL;
- b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

These costs shall be paid by the Customer prior to the initiation of any construction work by FPL. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

(Continued on Sheet No. 8.736)



(Continued from Sheet No. 8.735)

**REMOVAL OF FACILITIES:**

If FPL owned Lighting facilities are removed either by Customer request or termination or breach of the agreement, the customer will pay the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities. **These charges do not apply to street light conversions from FPL owned facilities covered under SL-1 to FPL owned LED facilities under this tariff.** In all cases, should the Customer request termination of the agreement, such termination will require written notice 90 days prior to the date of termination.

**Conversion of FPL Owned Streetlights (SL-1 facilities) to LED:**

For customers converting Street Lights as per FPL’s SL-1 Street Lighting Tariff paying the LED Conversion Recovery charge, there will be no charges for the fixtures being removed. Any other charges for relocation or replacement of FPL owned facilities would still apply.

**CHANGE IN FIXTURE SIZE OR TYPE:**

At the Customer’s request, the Company will upgrade to a higher level of illumination when the changes are consistent with good engineering practices. The customer will pay the original installed cost of the removed fixtures, less any salvage value and depreciation, plus removal costs and will receive a credit for 4 years additional revenue generated by the larger fixtures. If changes are required to the distribution system to support the larger lights, standard CIAC charges as described on sheet 8.735 will also apply. The Customer will pay the Company the net costs incurred in making other fixture changes. Customers converting HPSV fixtures to LED and paying the LED Conversion Recovery Charge will not be charged for the fixtures being removed, as noted in the preceding paragraph. In all cases where luminaires are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer’s request upon payment by the Customer of the full cost of removal and reinstallation.

**MONTHLY RATES for LED Fixtures\*:**

Energy Tier	Charge	Fixture Tier									
		1	2	3	4	5	6	7	8	9	10
A	\$ -	1.50	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50
B	\$ 0.20	1.70	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70
C	\$ 0.40	1.90	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90
D	\$ 0.60	2.10	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10
E	\$ 0.80	2.30	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30
F	\$ 1.00	2.50	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50
G	\$ 1.20	2.70	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70
H	\$ 1.40	2.90	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90
I	\$ 1.60	3.10	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10
J	\$ 1.80	3.30	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30
K	\$ 2.00	3.50	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50
L	\$ 2.20	3.70	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70
M	\$ 2.40	3.90	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90
N	\$ 2.60	4.10	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10
O	\$ 2.80	4.30	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30
P	\$ 3.00	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50
Q	\$ 3.20	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70
R	\$ 3.40	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90
S	\$ 3.60	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10
T	\$ 3.80	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30

\* Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.FPL.com/LED](http://www.FPL.com/LED)

(Continued on Sheet No. 8.737)

(Continued from Sheet No. 8.736)

Maintenance per Fixture (FPL Owned Fixture and Pole)	\$1.72
Maintenance per Fixture for FPL Fixtures on Customer Pole	\$1.20
LED Conversion Recovery	\$0.97

Notes:

The non-fuel energy charge is 2.850¢ per kWh.  
 Bills rendered based on "Total" charge. Unbundling of charges is not permitted.

Charges for other FPL-owned facilities:

Wood pole used only for the street lighting system	\$4.92
Standard Concrete pole used only for the street lighting system	\$6.74
Round Fiberglass pole used only for the street lighting system	\$7.98
Decorative Tall Fiberglass pole used only for the street lighting system	\$16.81
Decorative Concrete pole used only for the street lighting system	\$13.65
Underground conductors	3.810 ¢ per foot

BILLING

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

WILLFUL DAMAGE:

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

- a) If a commercially available and FPL approved device exists, install a protective shield. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed before the second occurrence, the Customer shall only pay the cost of the shield; or
- b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the estimated costs of the replacement fixture; or
- c) Terminate service to the fixture. In this case, the lighting facilities will be removed from the field and from billing; the customer will pay the lighting facilities charges for the remaining period of the currently active term of service plus the cost to remove the facilities.

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

(Continued on Sheet No. 8.738)

(Continued from Sheet No. 8.737)

OTHER CHARGES

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

SPECIAL CONDITIONS:

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

TERM OF SERVICE:

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

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.

LED LIGHTING PILOTRATE SCHEDULE: LT-1AVAILABLE:

In specific territories served, upon request of the entity that has jurisdiction over the area being lighted. Contact FPL for available installation territories.

APPLICATION:

For the purpose of lighting streets whether public or private, roadways, and common areas, other than individual residential locations. This includes but is not limited to parking lots, homeowners association common areas, or parks.

TYPE OF INSTALLATION:

FPL-owned fixtures normally will be mounted on poles of FPL's existing distribution system and served from overhead wires. On request of the Customer, FPL will provide special poles or underground wires at the charges specified below. FPL, at its discretion, may offer the customer the option of FPL-owned fixtures attached to poles owned by the customer.

SERVICE:

Service includes energy from dusk each day until dawn the following day and maintenance of FPL-owned Lighting Systems. Maintenance includes replacement or repair of any circuit component to assure the facilities are operational and safe.

LIMITATION OF SERVICE:

Stand-by or resale service is not permitted

hereunder. CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

- a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Lighting System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by FPL with a credit (not to exceed the total CIAC cost) for the value of this work as determined by FPL;
- b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

These costs shall be paid by the Customer prior to the initiation of any construction work by FPL. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

(Continued on Sheet No. 8.736)

(Continued from Sheet No. 8.735)

**REMOVAL OF FACILITIES:**

If FPL owned Lighting facilities are removed either by Customer request or termination or breach of the agreement, the customer will pay the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities. **These charges do not apply to street light conversions from FPL owned facilities covered under SL-1 to FPL owned LED facilities under this tariff.** In all cases, should the Customer request termination of the agreement, such termination will require written notice 90 days prior to the date of termination.

**Conversion of FPL Owned Streetlights (SL-1 facilities) to LED:**

For customers converting Street Lights as per FPL’s SL-1 Street Lighting Tariff paying the LED Conversion Recovery charge, there will be no charges for the fixtures being removed. Any other charges for relocation or replacement of FPL owned facilities would still apply.

**CHANGE IN FIXTURE SIZE OR TYPE:**

At the Customer’s request, the Company will upgrade to a higher level of illumination when the changes are consistent with good engineering practices. The customer will pay the original installed cost of the removed fixtures, less any salvage value and depreciation, plus removal costs and will receive a credit for 4 years additional revenue generated by the larger fixtures. If changes are required to the distribution system to support the larger lights, standard CIAC charges as described on sheet 8.735 will also apply. The Customer will pay the Company the net costs incurred in making other fixture changes. Customers converting HPSV fixtures to LED and paying the LED Conversion Recovery Charge will not be charged for the fixtures being removed, as noted in the preceding paragraph. In all cases where luminaires are replaced, the Customer will sign a new service agreement. Billing on the rate for the new luminaire or lamp size will begin as of the next regular billing date. A luminaire may be relocated at the Customer’s request upon payment by the Customer of the full cost of removal and reinstallation.

**MONTHLY RATES for LED Fixtures\*:**

Energy Tier	Charge	Fixture Tier									
		1	2	3	4	5	6	7	8	9	10
A	\$ -	1.50	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50
B	\$ 0.20	1.70	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70
C	\$ 0.40	1.90	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90
D	\$ 0.60	2.10	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10
E	\$ 0.80	2.30	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30
F	\$ 1.00	2.50	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50
G	\$ 1.20	2.70	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70
H	\$ 1.40	2.90	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90
I	\$ 1.60	3.10	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10
J	\$ 1.80	3.30	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30
K	\$ 2.00	3.50	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50
L	\$ 2.20	3.70	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70
M	\$ 2.40	3.90	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90
N	\$ 2.60	4.10	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10
O	\$ 2.80	4.30	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30
P	\$ 3.00	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50
Q	\$ 3.20	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70
R	\$ 3.40	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90
S	\$ 3.60	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10
T	\$ 3.80	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30

\* Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.FPL.com/LED](http://www.FPL.com/LED)

(Continued on Sheet No. 8.737)

(Continued from Sheet No. 8.736)

Maintenance per Fixture (FPL Owned Fixture and Pole)	\$1.72
Maintenance per Fixture for FPL Fixtures on Customer Pole	\$1.20
LED Conversion Recovery	\$0.97

Notes:

The non-fuel energy charge is 2.850¢ per kWh.  
 Bills rendered based on "Total" charge. Unbundling of charges is not permitted.

Charges for other FPL-owned facilities:

Wood pole used only for the street lighting system	\$4.92
Standard Concrete pole used only for the street lighting system	\$6.74
Round Fiberglass pole used only for the street lighting system	\$7.98
Decorative Tall Fiberglass pole used only for the street lighting system	\$16.81
Decorative Concrete pole used only for the street lighting system	\$13.65
Underground conductors	3.810 ¢ per foot

BILLING

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

WILLFUL DAMAGE:

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

- a) If a commercially available and FPL approved device exists, install a protective shield. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed before the second occurrence, the Customer shall only pay the cost of the shield; or
- b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the estimated costs of the replacement fixture; or
- c) Terminate service to the fixture. In this case, the lighting facilities will be removed from the field and from billing; the customer will pay the lighting facilities charges for the remaining period of the currently active term of service plus the cost to remove the facilities.

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

(Continued on Sheet No. 8.738)

(Continued from Sheet No. 8.737)

OTHER CHARGES

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

SPECIAL CONDITIONS:

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

TERM OF SERVICE:

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

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.

**EXHIBIT**

**B**



## INDEX OF RATE SCHEDULES

<u>RATE SCHEDULE</u>	<u>DESCRIPTION</u>	<u>SHEET NO.</u>
BA	Billing Adjustments	8.030
SC	Storm Charge	8.040
GS-1	General Service - Non Demand (0-20 kW)	8.101
GST-1	General Service - Non Demand - Time of Use (0-20 kW)	8.103
GSD-1	General Service Demand (21-499 kW)	8.105
GSDT-1	General Service Demand - Time of Use (21-499 kW)	8.107
GSL	General Service Load Management Program	8.109
NSMR	Non-Standard Meter Rider	8.120
GSCU-1	General Service Constant Usage	8.122
RS-1	Residential Service	8.201
RTR-1	Residential Time of Use Rider	8.203
CU	Common Use Facilities Rider	8.211
RLP	Residential Load Control Program	8.217
GSLD-1	General Service Large Demand (500-1999 kW)	8.310
GSLDT-1	General Service Large Demand - Time of Use (500-1999 kW)	8.320
CS-1	Curtailable Service (500-1999 kW)	8.330
CST-1	Curtailable Service -Time of Use (500-1999 kW)	8.340
GSLD-2	General Service Large Demand (2000 kW +)	8.412
GSLDT-2	General Service Large Demand - Time of Use (2000 kW +)	8.420
HLFT	High Load Factor – Time of Use	8.425
CS-2	Curtailable Service (2000 kW +)	8.432
CST-2	Curtailable Service -Time of Use (69 kV or above)	8.440
CST-3	Curtailable Service -Time of Use (69 kV or above)	8.542
CS-3	Curtailable Service (69 kV or above)	8.545
GSLD-3	General Service Large Demand (69 kV or above)	8.551
GSLDT-3	General Service Large Demand - Time of Use (69 kV or above)	8.552
OS-2	Sports Field Service	8.602
MET	Metropolitan Transit Service	8.610
CILC-1	Commercial/Industrial Load Control Program (Closed Schedule)	8.650
CDR	Commercial/Industrial Demand Reduction Rider	8.680
SL-1	Street Lighting	8.715
SL-1M	Street Lighting Metered Service	8.718
PL-1	Premium Lighting	8.720
OL-1	Outdoor Lighting	8.725
SL-2	Traffic Signal Service	8.730
SL-2M	Traffic Signal Metered Service	8.731
<b>LT-1</b>	<b>LED Lighting Pilot</b>	<b>8.735</b>
RL-1	Recreational Lighting	8.743
SST-1	Standby and Supplemental Service	8.750
ISST-1	Interruptible Standby and Supplemental Service	8.760
EDR	Economic Development Rider	8.800
DSMAR	Demand Side Management Adjustment Rider	8.810
TR	Transformation Rider	8.820
SDTR	Seasonal Demand – Time of Use Rider	8.830
EFEDR	Existing Facility Economic Development Rider	8.900
CISR	Commercial/Industrial Service Rider	8.910
VSP	Voluntary Solar Partnership Pilot Program	8.930

## INDEX OF RATE SCHEDULES

<u>RATE SCHEDULE</u>	<u>DESCRIPTION</u>	<u>SHEET NO.</u>
BA	Billing Adjustments	8.030
SC	Storm Charge	8.040
GS-1	General Service - Non Demand (0-20 kW)	8.101
GST-1	General Service - Non Demand - Time of Use (0-20 kW)	8.103
GSD-1	General Service Demand (21-499 kW)	8.105
GSDT-1	General Service Demand - Time of Use (21-499 kW)	8.107
GSL	General Service Load Management Program	8.109
NSMR	Non-Standard Meter Rider	8.120
GSCU-1	General Service Constant Usage	8.122
RS-1	Residential Service	8.201
RTR-1	Residential Time of Use Rider	8.203
CU	Common Use Facilities Rider	8.211
RLP	Residential Load Control Program	8.217
GSLD-1	General Service Large Demand (500-1999 kW)	8.310
GSLDT-1	General Service Large Demand - Time of Use (500-1999 kW)	8.320
CS-1	Curtailable Service (500-1999 kW)	8.330
CST-1	Curtailable Service -Time of Use (500-1999 kW)	8.340
GSLD-2	General Service Large Demand (2000 kW +)	8.412
GSLDT-2	General Service Large Demand - Time of Use (2000 kW +)	8.420
HLFT	High Load Factor – Time of Use	8.425
CS-2	Curtailable Service (2000 kW +)	8.432
CST-2	Curtailable Service -Time of Use (69 kV or above)	8.440
CST-3	Curtailable Service -Time of Use (69 kV or above)	8.542
CS-3	Curtailable Service (69 kV or above)	8.545
GSLD-3	General Service Large Demand (69 kV or above)	8.551
GSLDT-3	General Service Large Demand - Time of Use (69 kV or above)	8.552
OS-2	Sports Field Service	8.602
MET	Metropolitan Transit Service	8.610
CILC-1	Commercial/Industrial Load Control Program (Closed Schedule)	8.650
CDR	Commercial/Industrial Demand Reduction Rider	8.680
SL-1	Street Lighting	8.715
SL-1M	Street Lighting Metered Service	8.718
PL-1	Premium Lighting	8.720
OL-1	Outdoor Lighting	8.725
SL-2	Traffic Signal Service	8.730
SL-2M	Traffic Signal Metered Service	8.731
LT-1	LED Lighting Pilot	8.735
RL-1	Recreational Lighting	8.743
SST-1	Standby and Supplemental Service	8.750
ISST-1	Interruptible Standby and Supplemental Service	8.760
EDR	Economic Development Rider	8.800
DSMAR	Demand Side Management Adjustment Rider	8.810
TR	Transformation Rider	8.820
SDTR	Seasonal Demand – Time of Use Rider	8.830
EFEDR	Existing Facility Economic Development Rider	8.900
CISR	Commercial/Industrial Service Rider	8.910
VSP	Voluntary Solar Partnership Pilot Program	8.930

Issued by: S. E. Romig, Director, Rates and Tariffs

Effective:

# **EXHIBIT**

## **C**

FPL Account Number: \_\_\_\_\_

FPL Work Request Number: \_\_\_\_\_

**LED LIGHTING AGREEMENT**

In accordance with the following terms and conditions, \_\_\_\_\_ (hereinafter called the Customer), requests on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) \_\_\_\_\_, located in \_\_\_\_\_, Florida.

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

<b><u>Poles</u></b>				
<b>Pole Type</b>	<b>Existing Pole Count (A)</b>	<b># Installed (B)</b>	<b># Removed (C)</b>	<b>New Pole Count (A+B-C)</b>
Wood				
Standard Concrete				
Standard Fiberglass				
Decorative Concrete				
Decorative Fiberglass				

<b><u>Underground Conductor</u></b>				
<b>Type</b>	<b>Existing Footage (A)</b>	<b>Feet Installed (B)</b>	<b>Feet Removed (C)</b>	<b>New Footage (A+B-C)</b>
Under Pavement		N/A <sup>(1)</sup>		
Not Under Pavement				

(1) All new conductor installed is in conduit and billed as Not Under Pavement

(Continued on Sheet No. 9.141)

Fixtures <sup>(2)</sup>

Type (HPSV,MV,LED)	Manufacturer	Watts	Lumens	Color Temperature (LED Only)	Style	Existing Fixture Count (A)	# Installed (B)	# Removed (C)	New Fixture Count (A+B-C)

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/LED](http://www.fpl.com/LED)  
(Continue on Sheet No. 9.142)

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

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

**FPL AGREES:**

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

**THE CUSTOMER AGREES:**

2. To pay a contribution in the amount of \$\_\_\_\_\_ prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

**IT IS MUTUALLY AGREED THAT:**

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.

(Continue on Sheet No. 9.143)

10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

**IN WITNESS WHEREOF**, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

\_\_\_\_\_  
Customer (Print or type name of Organization)

**FLORIDA POWER & LIGHT COMPANY**

By: \_\_\_\_\_  
Signature (Authorized Representative)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_



FPL Account Number: \_\_\_\_\_

FPL Work Request Number: \_\_\_\_\_

**LED LIGHTING AGREEMENT**

In accordance with the following terms and conditions, \_\_\_\_\_ (hereinafter called the Customer), requests on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) \_\_\_\_\_, located in \_\_\_\_\_, Florida.

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

<b><u>Poles</u></b>				
<b>Pole Type</b>	<b>Existing Pole Count (A)</b>	<b># Installed (B)</b>	<b># Removed (C)</b>	<b>New Pole Count (A+B-C)</b>
Wood				
Standard Concrete				
Standard Fiberglass				
Decorative Concrete				
Decorative Fiberglass				

<b><u>Underground Conductor</u></b>				
<b>Type</b>	<b>Existing Footage (A)</b>	<b>Feet Installed (B)</b>	<b>Feet Removed (C)</b>	<b>New Footage (A+B-C)</b>
Under Pavement		N/A <sup>(1)</sup>		
Not Under Pavement				

(1) All new conductor installed is in conduit and billed as Not Under Pavement

(Continued on Sheet No. 9.141)

**Fixtures** <sup>(2)</sup>

Type (HPSV,MV,LED)	Manufacturer	Watts	Lumens	Color Temperature (LED Only)	Style	Existing Fixture Count (A)	# Installed (B)	# Removed (C)	New Fixture Count (A+B-C)

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at [www.fpl.com/LED](http://www.fpl.com/LED)

(Continue on Sheet No. 9.142)

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

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

**FPL AGREES:**

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

**THE CUSTOMER AGREES:**

2. To pay a contribution in the amount of \$\_\_\_\_\_ prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

**IT IS MUTUALLY AGREED THAT:**

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities;
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.

(Continue on Sheet No. 9.143)

10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

**IN WITNESS WHEREOF**, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

\_\_\_\_\_  
Customer (Print or type name of Organization)

**FLORIDA POWER & LIGHT COMPANY**

By: \_\_\_\_\_  
Signature (Authorized Representative)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# **EXHIBIT**

**D**

## INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
Standard Offer Contract – Renewable Energy	9.030
Interconnection Agreement for Customer Owned Renewable Generation Tier 1 (10 kW or less)	9.050
Interconnection Agreement for Customer Owned Renewable Generation Tier 2 (10 – 100 kW)	9.055
Interconnection Agreement for Customer Owned Renewable Generation Tier 3 (101 kW – 2MW)	9.065
Street Lighting Agreement	9.100
Street Lighting Fixture Vandalism Option Notification	9.110
Premium Lighting Agreement	9.120
Recreational Lighting Agreement	9.130
<u>LED Lighting Agreement</u>	<u>9.140</u>
Residential Unconditional Guaranty	9.400
Non-Residential Unconditional Guaranty	9.410
Performance Guaranty Agreement for Residential Subdivision Development	9.420
Irrevocable Bank Letter of Credit for Performance Guaranty Agreement	9.425
Surety Bond for Performance Guaranty Agreement	9.427
Irrevocable Bank Letter of Credit	9.430
Irrevocable Bank Letter of Credit Evidence of Authority	9.435
Surety Bond	9.440
General Service Constant Usage Agreement	9.470
Commercial/Industrial Service Rider	9.475
Commercial/Industrial Load Control Customer Request for Approval	9.480
Commercial/Industrial Load Control Program Agreement	9.490
Commercial/Industrial Demand Reduction Rider Customer Request for Approval	9.494
Commercial/Industrial Demand Reduction Rider Agreement	9.495
FPL Residential Conservation Service Receipt of Services	9.500
Agreement for Curtailable Service	9.600
Curtailable Customer Request for Approval	9.610
Agreement for General Demand Service	9.650
Common Use Facilities Rider	9.660
Condominium Exemption from Individual Electric Metering – Attestation of Compliance	9.665
Economic Development Rider Service Agreement	9.670
Demand Side Management Adjustment Rider Declaration Form	9.680

(Continued on Sheet No. 9.011)

## INDEX OF STANDARD FORMS

	<u>Sheet No.</u>
Standard Offer Contract – Renewable Energy	9.030
Interconnection Agreement for Customer Owned Renewable Generation Tier 1 (10 kW or less)	9.050
Interconnection Agreement for Customer Owned Renewable Generation Tier 2 (10 – 100 kW)	9.055
Interconnection Agreement for Customer Owned Renewable Generation Tier 3 (101 kW – 2MW)	9.065
Street Lighting Agreement	9.100
Street Lighting Fixture Vandalism Option Notification	9.110
Premium Lighting Agreement	9.120
Recreational Lighting Agreement	9.130
LED Lighting Agreement	9.140
Residential Unconditional Guaranty	9.400
Non-Residential Unconditional Guaranty	9.410
Performance Guaranty Agreement for Residential Subdivision Development	9.420
Irrevocable Bank Letter of Credit for Performance Guaranty Agreement	9.425
Surety Bond for Performance Guaranty Agreement	9.427
Irrevocable Bank Letter of Credit	9.430
Irrevocable Bank Letter of Credit Evidence of Authority	9.435
Surety Bond	9.440
General Service Constant Usage Agreement	9.470
Commercial/Industrial Service Rider	9.475
Commercial/Industrial Load Control Customer Request for Approval	9.480
Commercial/Industrial Load Control Program Agreement	9.490
Commercial/Industrial Demand Reduction Rider Customer Request for Approval	9.494
Commercial/Industrial Demand Reduction Rider Agreement	9.495
FPL Residential Conservation Service Receipt of Services	9.500
Agreement for Curtailable Service	9.600
Curtailable Customer Request for Approval	9.610
Agreement for General Demand Service	9.650
Common Use Facilities Rider	9.660
Condominium Exemption from Individual Electric Metering – Attestation of Compliance	9.665
Economic Development Rider Service Agreement	9.670
Demand Side Management Adjustment Rider Declaration Form	9.680

(Continued on Sheet No. 9.011)



**EXHIBIT**

**E**



# Pilot LED Tariff Fixture Tier Exemplar

The fixture charge under the proposed LT-1 tariff matrix is intended to recover the initial capital investment of the fixture and any subsequent replacement; the monthly energy charge under the proposed LT-1 tariff will be of the same form as the SL-1 energy rate – based on wattage tiers.

**Energy Billing Tier / Fixture Wattage**

TIER	Low	Tariff Charge	High	kWh			Watts		
				Low	Midpoint	High	Low	Midpoint	High
A	Metered	-	-	-	-	-	-	-	-
B	\$0.10	\$0.20	\$0.29	4	7	10	10	20	29
C	\$0.30	\$0.40	\$0.49	11	14	17	30	40	49
D	\$0.50	\$0.60	\$0.69	18	21	24	50	60	69
E	\$0.70	\$0.80	\$0.89	25	28	31	70	79	88
F	\$0.90	\$1.00	\$1.09	32	35	38	89	99	108
G	\$1.10	\$1.20	\$1.29	39	42	45	109	119	128
H	\$1.30	\$1.40	\$1.49	46	49	52	129	139	148
I	\$1.50	\$1.60	\$1.69	53	56	59	149	159	168
J	\$1.70	\$1.80	\$1.89	60	63	66	169	179	188
K	\$1.90	\$2.00	\$2.09	67	70	73	189	199	208
L	\$2.10	\$2.20	\$2.29	74	77	80	209	218	227
M	\$2.30	\$2.40	\$2.49	81	84	87	228	238	247
N	\$2.50	\$2.60	\$2.69	88	91	94	248	258	267
O	\$2.70	\$2.80	\$2.89	95	98	101	268	278	287
P	\$2.90	\$3.00	\$3.09	102	105	108	288	298	307
Q	\$3.10	\$3.20	\$3.29	109	112	115	308	318	327
R	\$3.30	\$3.40	\$3.49	116	119	122	328	338	347
S	\$3.50	\$3.60	\$3.69	123	126	129	348	357	366
T	\$3.70	\$3.80	\$3.89	130	133	136	367	377	386

**Fixture Billing Tier / Fixture Install Cost**

TIER	Monthly Tariff Charge	Estimated Install Cost (Material & Labor)	
		Min	Max
1	\$1.50	\$0	\$235.66
2	\$4.50	\$235.67	\$471.33
3	\$7.50	\$471.34	\$706.99
4	\$10.50	\$707.00	\$942.66
5	\$13.50	\$942.67	\$1,178.32
6	\$16.50	\$1,178.33	\$1,413.98
7	\$19.50	\$1,413.99	\$1,649.65
8	\$22.50	\$1,649.66	\$1,885.31
9	\$25.50	\$1,885.32	\$2,120.97
10	\$28.50	\$2,120.98	\$2,356.64

# **EXHIBIT**

**F**

# Pilot LED Tariff Catalog Exemplar

Customers will be able to view and choose from the different types of LED fixtures that appear in a catalog available on FPL's website at <https://www.fpl.com/LED>

## Roadway Lighting

FIXTURE	Pole Options	Manufacturer	Style	Manufacturer Model Number	Watts	Color Temperature	Style	Glare Rating (BUG)	.ies File	Billing Tier
	1,7	Cree	XSP1	XSP1-A	53	4000k	4086	B1-U0-G1	BXSPA_2GA-U.IES	D3
	1,7			XSP1-D	38	4000k	3701	B1-U0-G1	XSPA_3GD-U-CONFIGURED.IES	C2
	1,7			XSP1-F	29	4000k	2932	B1-U0-G1	XSPA_3GF-U-CONFIGURED.IES	B3
	1,7		XSP2	XSP2	101	4000k	9612	B2-U0-G2	BXSPA_3HA-U.IES	B3
	1,7			XSP2L	168	4000k	13290	B2-U0-G2	BXSPA_3HL-U.IES	H3
	1,7		AEL	Autobahn	ATB2	260	4000k	27477	B3-U0-G4	ATB2_60BLEDE13_XXXXX_R3.IES
	1,7	ATBL			259	4000k	27874	B3-U0-G5	ATBL_F_XXXXX_R3/IES	N5