



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

April 28, 2017

-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 Revised Customer
Security Deposit Tariff Sheets**

Dear Ms. Stauffer:

Please find enclosed for electronic filing as a new docket, Florida Power & Light Company's Petition for Approval of Approval of Revised Customer Security Deposit Tariff Sheets, along with Exhibits A through D.

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
Fla. Bar No. 0833401

Enclosure

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Florida Power & Light)
Company’s Petition for Approval)
Of Revised Customer Security Deposit)
Tariff Sheets)

Docket No. _____

Filed: April 28, 2017

**FLORIDA POWER & LIGHT COMPANY’S
PETITION FOR APPROVAL OF REVISED CUSTOMER
SECURITY DEPOSIT TARIFF SHEETS**

Florida Power & Light Company (“FPL”), through undersigned counsel and pursuant to Sections 366.04, and 366.05, Florida Statutes,¹ and Rules 25-6.033, 25-6.097, Florida Administrative Code, hereby petitions the Florida Public Service Commission (the “Commission”) for approval of its revised Customer Security Deposit Tariff Sheet Nos. 4.020, 6.040, 6.050, 9.400, and 9.410. 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.

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:

¹ All Florida statutory references are to the 2016 Florida Statutes.

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 28-106.301, 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 (h), 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 by others planning to participate in this proceeding. All other requirements for petitions filed under Rule 28-106.301 are satisfied herein.

I. BACKGROUND AND OVERVIEW

4. In 2015, the Florida Legislature amended certain sub-sections of Florida Statutes, Section 366.05 entitled "Powers" which provides regulatory authority over electric utilities to the Commission. The relevant portions of the new statutory language in Section 366.05(1) are:

(c) Effective January 1, 2016, a utility may not charge or receive a deposit in excess of the following amounts:

1. For an existing account, the total deposit may not exceed 2 months of average actual charges, calculated by adding the monthly charges from the 12-month period immediately before the date any change in the deposit amount is sought, dividing this total by 12, and multiplying the result by 2. If the account has less than 12 months of actual charges, the deposit shall be calculated by adding the available monthly charges,

dividing this total by the number of months available, and multiplying the result by 2.

2. For a new service request, the total deposit may not exceed 2 months of projected charges, calculated by adding the 12 months of projected charges, dividing this total by 12, and multiplying the result by 2. Once a new customer has had continuous service for a 12-month period, the amount of the deposit shall be recalculated using actual data. Any difference between the projected and actual amounts must be resolved by the customer paying any additional amount that may be billed by the utility or the utility returning any overcharge.

(d) If a utility has more than one rate for any customer class, it must notify each customer in that class of the available rates and explain how the rate is charged to the customer. If a customer contacts the utility seeking assistance in selecting the most advantageous rate, the utility must provide good faith assistance to the customer. The customer is responsible for charges for service provided under the selected rate.

(e) New tariffs and changes to an existing tariff, other than an administrative change that does not substantially change the meaning or operation of the tariff, must be approved by majority vote of the commission, except as otherwise specifically provided by law.

5. On February 1, 2016, the Commission adopted amendments to Rule 25-6.097, entitled "Customer Deposits" to address the changes to Section 366.05. The rule amendments state in pertinent part:

(1) Each utility's tariff shall state the methodology for determining the amount of the deposit charged for existing accounts and new service requests. The methodology shall conform to Section 366.05(1)(c), F.S

II. FPL's REVISED CUSTOMER DEPOSIT TARIFF SHEETS

6. In response to the statutory and rule amendments described above, FPL is proposing to revise the following tariff sheets:

a) The proposed Third Revised Tariff Sheet No. 4.020 attached hereto as Composite Exhibit “A”, in legislative and clean format reflects the renumbering changes to Rule 25-6.097(3);

b) The proposed Fourteenth Revised Tariff Sheet Nos. 6.040 – 6.050 entitled “Security Deposits/Guaranty” attached hereto as Composite Exhibit “B”, in legislative and clean format reflects the elimination of FPL’s minimum \$25 dollar initial security deposit amount and describes the Company’s methodology for calculation of deposits for new and existing service accounts.

c) The proposed Tenth Revised Tariff Sheet No. 9.400 entitled “Residential Unconditional Guaranty” attached hereto as Composite Exhibit “C”, in legislative and clean format reflects the renumbering changes to Rule 25-6.097(2);

d) The proposed Fourth Revised Tariff Sheet No. 9.410 attached hereto as Composite Exhibit “D”, in legislative and clean format reflects the renumbering changes to Rule 25-6.097(2) and a minor modification to the Non-Residential Unconditional Guaranty Agreement whereby the Guarantor agrees to receive all appropriate billing information at the Guarantor’s “address” and not its “service address.” This change is requested because in many cases customers do not receive their FPL bills at their service address.

7. These proposed changes are consistent with the amendments to Section 366.05 and Rule 25-6.097 described above.

WHEREFORE, Florida Power & Light Company respectfully requests that the Commission enter an order approving the revisions to FPL’s proposed Tariff Sheets 4.020,

6.040, 6.050, 9.400, and 9.410 attached hereto as Exhibits A through D; and grant any such other relief as may be deemed appropriate.

Respectfully submitted this 28th day of April, 2017.

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

SERVICE CHARGES

A \$25.00 service charge will be made for an initial connection.

A \$13.00 Reconnection Charge will be made for the reconnection of service after disconnection for nonpayment or violation of a rule or regulation.

A \$12.00 service charge will be made for the connection of an existing account.

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

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

A \$49.00 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(~~23~~) F.A.C.), upon acceptance by FPL of a reasonable explanation justifying a waiver. In addition, FPL may waive the charge for connection of an existing account and the charge for an initial connection for new or existing Customers affected by natural disasters or during periods of declared emergencies.

CONSERVATION INSPECTIONS AND SERVICES

Residential Dwelling Units:

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

Commercial/Industrial:

There is no charge for conservation inspections and services (Business Energy Services).

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EXHIBIT

B

5 COMPANY'S INSTALLATIONS

5.1 Protection of Company's Property. The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus.

5.2 Damage to Company's Property. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

5.3 Relocation of Company's Facilities. When there is a change in the Customer's operation or construction which, in the judgment of the Company, makes the relocation of Company's facilities necessary, or if such relocation is requested by the Customer, the Company will move such facilities at the Customer's expense to a location which is acceptable to the Company.

5.4 Attachments to Poles. The use of the Company's poles, wires, towers, structures or other facilities for the purpose of fastening or supporting any radio or television aerials or other equipment, or any wires, ropes, signs, banners or other things, not necessary to the supplying by the Company of electric service to the community, or the locating of same in such proximity to the Company's property or facilities as to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith, is prohibited, and the Company shall have the right forthwith to remove same without notice. The violator of these rules is liable for any damage resulting therefrom.

5.5 Interference with Company's Facilities. The Customer should not allow trees, vines and shrubs to interfere with the Company's adjacent overhead conductors, service wires, pad mounted transformers and meter. Such interference may result in an injury to persons, or may cause the Customer's service to be interrupted. In all cases the customer should request the Company to trim or remove trees and other growth near the Company's adjacent overhead wires, and under no circumstances should the Customer undertake this work himself, except around service cables when specifically authorized by and arranged with the Company.

5.6 Unobstructed Access to Company's Facilities. The Company shall have perpetual unobstructed access to its overhead and underground facilities such as poles, underground cables, pad mounted transformers and meters in order to perform repair and maintenance in a safe, timely and cost-efficient manner. The Customer is responsible for contacting the Company for guidance before constructing any items which may obstruct the Company's access. Such items include, but are not limited to, building additions, decks, patios, pools, fences or pavings. Relocation of the Company's facilities, as provided in Section 5.3 of these Rules and Regulations, may be necessary. Should an item interfere with access to Company facilities requiring repair or maintenance, the Company will explore with the Customer all alternatives deemed feasible by the Company to determine the method of repair most acceptable to the Customer. When the most acceptable or only option involves the Customer removing the obstruction or the Customer taking other actions, the Customer shall accomplish the work within 20 working days. Should the Customer fail to accomplish said work within 20 working days or to make other satisfactory arrangements with the Company, the Company may elect to discontinue service to the Customer, pursuant to F.A.C. Rule 25-6.105 (5) (f). In all cases, the Customer will be responsible for all costs in excess of a standard, unobstructed repair.

6 SECURITY DEPOSITS/GUARANTIES

6.1 Security Deposit/Guaranty.

(1) Before the Company renders service, or upon termination of an existing Unconditional Guaranty Contract, or a surety bond or an irrevocable bank letter of credit, each applicant will be required to provide:

- ~~a) information which satisfies the Company's application requirements for no deposit; or~~
~~b) a Security Deposit consisting of cash, surety bond, or irrevocable bank letter of credit; or~~
~~c) information which satisfies the Company's application requirements for no deposit.~~
b) a guaranty satisfactory to the Company to secure payment of bills; or
c) information which satisfies the Company's application requirements for no deposit.

(2) ~~Each guarantor must enter into a guaranty contract set forth as Tariff Sheet No. 9.400 or 9.410. The amount of such initial Security Deposit, if required, shall be based upon estimated billings for a period of two average months, but not less than \$25.00. Estimations shall be based on previous billings at the service address, and/or the equipment/appliances in service or to be put into service. After four (4) months history is recorded, the initial Security Deposit may be adjusted to compensate for over or under estimations. Such adjustment may consider seasonal factors. After twelve (12) months of billing history is recorded, the initial Security Deposit may again be adjusted to compensate for over or under estimations. The Company may require a subsequent Security Deposit from a Customer, including one whose initial Security Deposit was refunded/released. A Security Deposit/guaranty may be held by the Company until refunded or released under the terms of rule 6.3-a) New service Requests - If a Security Deposit is required, the Security Deposit for a new service request shall be based upon no more than two months of projected charges, calculated by adding the 12 months of projected charges, dividing this total by 12, and multiplying the result~~

FLORIDA POWER & LIGHT COMPANY

Thirteenth Fourteenth Revised Sheet No. 6.040
Cancels ~~Twelfth~~ Thirteenth Revised Sheet No. 6.040

by 2. After the new account has had continuous service for a twelve (12) month period, the amount of the required deposit shall be recalculated using actual data. If an excess deposit is identified by this recalculation, the difference between the recalculated deposit and the deposit on hand will be credited to the account. If the recalculated amount indicates a deficiency in the deposit held, the utility may bill customer for the difference. Each applicant that provides a guaranty, surety bond, or an irrevocable bank letter of credit as a Security Deposit must enter into the agreement(s) set forth in Tariff Sheet No. 9.400 /9.401 or 9.410 /9.411/9.412 for the guaranty contract, No. 9.440/ 9.441 for the surety bond and 9.430/9.431 and 9.435 for the bank letter of credit.

(Continue on Sheet No. 6.050)

b) Existing Accounts - For an existing account, the total deposit may not exceed 2 months of average actual charges calculated by adding the monthly charges from the 12-month period immediately before the date any change in the deposit amount is sought, dividing this total by 12, and multiplying the result by 2. If the account has less than 12 months of actual charges, the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of months available, and multiplying the result by 2.

6.2 Deposit Interest. The interest due will be paid once a year, ordinarily as a credit on regular bills, and on final bills when service is discontinued. No interest will be paid if service is ordered disconnected for any cause within six months from the date of initial service.

6.21 Residential Deposits. Simple interest at the rate of 2% per annum will be paid to residential Customers for cash deposits when held by the Company.

6.22 Nonresidential Deposits. Simple interest at the rate of 2% per annum will be paid on cash deposits of nonresidential customers. However, simple interest at the rate of 3% per annum will be paid on cash deposits of nonresidential Customers provided the Customer has had continuous service for a period of not less than 23 months, and has not in the preceding 12 months: a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for nonpayment at any time, d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner.

6.3 Refund of Cash Deposit/Release of Other Security or Guaranty. After a residential Customer has established a prompt payment record and has had continuous service for a period of not less than 23 months, the Company will no longer require a Security Deposit or guaranty for that account, provided the Customer has not, in the preceding twelve (12) months: a) made more than one (1) late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for non-payment, or, at any time d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner. When the Company no longer requires a Security Deposit or guaranty because the residential Customer meets these terms or because the Customer closes the service account and the Company has received final payment for all bills for service incurred at the account, any cash deposit held by the Company for that account will be refunded, and the obligors on any surety bond, irrevocable letter of credit or guaranty for that account will be released from their obligations to the Company. Cash deposit receipts are not negotiable or transferable and the deposit is refundable only to the Customer whose name appears thereon. Refunds of cash deposits may be conditioned by the Company upon a showing of proper identification by the person seeking the refund that the individual is the Customer whose name appears on the service account. The utility may elect to refund nonresidential deposits.

6.4 Transfer of Security Deposit/Guaranty. A Customer moving from one service address to another may have the Security Deposit transferred from the former to the new address. If the Security Deposit at the former service address is more or less than required by Rule 6.1 for the new address, the amount of the Security Deposit may be adjusted accordingly. Guaranties may not be transferred to a new service address; however, the guarantor may enter into a new guaranty contract (Tariff Sheet No. 9.400 or 9.410) for the new service address.

7 BILLING

7.1 Billing Periods.

7.11 Regular Bills. Regular bills for service will be rendered monthly. Bills are due when rendered and shall be considered as received by the Customer when delivered or mailed to the service address or some other place mutually agreed upon.

7.12 Prorated Bill. The bill may be prorated if the billing period is for more or less than a full month. Should service be disconnected within less than a month from date of connection, the amount billed will not be less than the regular monthly minimum bill.

7.13 Month. As used in these Rules and Regulations, a month is an interval between successive regular meter reading dates, which interval may be 30 days, more or less.

5 COMPANY'S INSTALLATIONS

5.1 Protection of Company's Property. The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus.

5.2 Damage to Company's Property. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

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5.4 Attachments to Poles. The use of the Company's poles, wires, towers, structures or other facilities for the purpose of fastening or supporting any radio or television aerials or other equipment, or any wires, ropes, signs, banners or other things, not necessary to the supplying by the Company of electric service to the community, or the locating of same in such proximity to the Company's property or facilities as to cause, or be likely to cause, interference with the supply of electric service, or a dangerous condition in connection therewith, is prohibited, and the Company shall have the right forthwith to remove same without notice. The violator of these rules is liable for any damage resulting therefrom.

5.5 Interference with Company's Facilities. The Customer should not allow trees, vines and shrubs to interfere with the Company's adjacent overhead conductors, service wires, pad mounted transformers and meter. Such interference may result in an injury to persons, or may cause the Customer's service to be interrupted. In all cases the customer should request the Company to trim or remove trees and other growth near the Company's adjacent overhead wires, and under no circumstances should the Customer undertake this work himself, except around service cables when specifically authorized by and arranged with the Company.

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6 SECURITY DEPOSITS/GUARANTIES

6.1 Security Deposit/Guaranty.

- (1) Before the Company renders service, or upon termination of an existing Unconditional Guaranty Contract, or a surety bond or an irrevocable bank letter of credit, each applicant will be required to provide:
 - a) a Security Deposit consisting of cash, surety bond, or irrevocable bank letter of credit; or
 - b) a guaranty satisfactory to the Company to secure payment of bills; or
 - c) information which satisfies the Company's application requirements for no deposit.
- (2) a) New service Requests - If a Security Deposit is required, the Security Deposit for a new service request shall be based upon no more than two months of projected charges, calculated by adding the 12 months of projected charges, dividing this total by 12, and multiplying the result by 2. After the new account has had continuous service for a twelve (12) month period, the amount of the required deposit shall be recalculated using actual data. If an excess deposit is identified by this recalculation, the difference between the recalculated deposit and the deposit on hand will be credited to the account. If the recalculated amount indicates a deficiency in the deposit held, the utility may bill customer for the difference. Each applicant that provides a guaranty, surety bond, or an irrevocable bank letter of credit as a Security Deposit must enter into the agreement(s) set forth in Tariff Sheet No. 9.400 /9.401 or 9.410 /9.411/9.412 for the guaranty contract, No. 9.440/ 9.441 for the surety bond and 9.430/9.431 and 9.435 for the bank letter of credit.

(Continue on Sheet No. 6.050)

b) Existing Accounts - For an existing account, the total deposit may not exceed 2 months of average actual charges calculated by adding the monthly charges from the 12-month period immediately before the date any change in the deposit amount is sought, dividing this total by 12, and multiplying the result by 2. If the account has less than 12 months of actual charges, the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of months available, and multiplying the result by 2.

6.2 Deposit Interest. The interest due will be paid once a year, ordinarily as a credit on regular bills, and on final bills when service is discontinued. No interest will be paid if service is ordered disconnected for any cause within six months from the date of initial service.

6.21 Residential Deposits. Simple interest at the rate of 2% per annum will be paid to residential Customers for cash deposits when held by the Company.

6.22 Nonresidential Deposits. Simple interest at the rate of 2% per annum will be paid on cash deposits of nonresidential customers. However, simple interest at the rate of 3% per annum will be paid on cash deposits of nonresidential Customers provided the Customer has had continuous service for a period of not less than 23 months, and has not in the preceding 12 months: a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for nonpayment at any time, d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner.

6.3 Refund of Cash Deposit/Release of Other Security or Guaranty. After a residential Customer has established a prompt payment record and has had continuous service for a period of not less than 23 months, the Company will no longer require a Security Deposit or guaranty for that account, provided the Customer has not, in the preceding twelve (12) months: a) made more than one (1) late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for non-payment, or, at any time d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner. When the Company no longer requires a Security Deposit or guaranty because the residential Customer meets these terms or because the Customer closes the service account and the Company has received final payment for all bills for service incurred at the account, any cash deposit held by the Company for that account will be refunded, and the obligors on any surety bond, irrevocable letter of credit or guaranty for that account will be released from their obligations to the Company. Cash deposit receipts are not negotiable or transferable and the deposit is refundable only to the Customer whose name appears thereon. Refunds of cash deposits may be conditioned by the Company upon a showing of proper identification by the person seeking the refund that the individual is the Customer whose name appears on the service account. The utility may elect to refund nonresidential deposits.

6.4 Transfer of Security Deposit/Guaranty. A Customer moving from one service address to another may have the Security Deposit transferred from the former to the new address. If the Security Deposit at the former service address is more or less than required by Rule 6.1 for the new address, the amount of the Security Deposit may be adjusted accordingly. Guaranties may not be transferred to a new service address; however, the guarantor may enter into a new guaranty contract (Tariff Sheet No. 9.400 or 9.410) for the new service address.

7 BILLING

7.1 Billing Periods.

7.11 Regular Bills. Regular bills for service will be rendered monthly. Bills are due when rendered and shall be considered as received by the Customer when delivered or mailed to the service address or some other place mutually agreed upon.

7.12 Prorated Bill. The bill may be prorated if the billing period is for more or less than a full month. Should service be disconnected within less than a month from date of connection, the amount billed will not be less than the regular monthly minimum bill.

7.13 Month. As used in these Rules and Regulations, a month is an interval between successive regular meter reading dates, which interval may be 30 days, more or less.

EXHIBIT

C

RESIDENTIAL UNCONDITIONAL GUARANTY

In consideration of Florida Power & Light Company ("FPL") furnishing electric service to

_____ of
Guarantee Name Guarante Account No(s)

_____, Florida ("Guarantee")
Guarantee's Service Address(es) & City(ies)

without requiring a deposit, the undersigned Guarantor hereby convenants and agrees that:

1. Guarantor shall, ABSOLUTELY AND UNCONDITIONALLY, guarantee full payment to FPL for ANY AND ALL CHARGES due and owing FPL for which the Guarantee may now be liable or for which the Guarantee may in the future become liable at the above listed address(es).
2. If Guarantee shall at any time fail to promptly pay all charges due and owing FPL, Guarantor hereby agrees to pay all such amounts due and owing FPL within five (5) days of notice.
3. Guarantor shall pay FPL collection agency fees and expenses, reasonable attorneys' fees and all costs and other expenses incurred by FPL in collecting or compromising any indebtedness of Guarantee hereby guaranteed or in enforcing this Guaranty against Guarantor.
4. This is a continuing Guaranty which shall remain in full force and effect until no longer required as specified in Section 6.3 of FPL's General Rules and Regulations or until terminated by FPL (as set forth herein) or the Guarantor upon thirty (30) days advance written notice; provided, however, that no such termination shall release Guarantor from liability hereunder with respect to any charges for electric service furnished to Guarantee prior to the effective date of such termination. FPL may terminate this Guaranty if at any time the Guarantor is no longer a "satisfactory guarantor" (as defined in Rule 25-6.097(12)(a), F.A.C.) which, at a minimum, means an FPL customer with a satisfactory payment record.
5. Guarantor hereby waives notice of acceptance hereof. Guarantor further agrees that FPL need not proceed against the Guarantee or any other person, firm, or corporation, or to pursue any other remedy prior to pursuing its rights under this Guaranty. Guarantee understands that FPL may pursue and/or exhaust all available collection remedies (including disconnection) against Guarantee without pursuing its rights against Guarantor.
6. This Guaranty shall inure to the benefit of FPL and shall be binding upon Guarantor and Guarantor's heirs and assigns.
7. Guarantee hereby authorizes FPL to disclose all of Guarantee's billing information, including third party notification, to the Guarantor so long as this Guaranty remains in effect. Guarantor agrees to receive all appropriate billing information at the Guarantor's service address listed below and further agrees to notify FPL promptly of any change in address; provided, however, that neither receipt of this billing information nor estimates of billing for the Guarantee's service account(s) shall be construed as a limitation on the amount guaranteed under this Guaranty.

IN WITNESS WHEREOF, Guarantor has signed this Guaranty on this ____ day of _____, _____.

Guarantor Name

Guarantor Signature

Guarantor's Service Address & City

Guarantor Account No.

Guarantor Social Security No.

(Continued on Sheet No. 9.401)

RESIDENTIAL UNCONDITIONAL GUARANTY

In consideration of Florida Power & Light Company ("FPL") furnishing electric service to

_____ of
Guarantee Name Guarantee Account No(s)

_____, Florida ("Guarantee")
Guarantee's Service Address(es) & City(ies)

without requiring a deposit, the undersigned Guarantor hereby covenants and agrees that:

1. Guarantor shall, ABSOLUTELY AND UNCONDITIONALLY, guarantee full payment to FPL for ANY AND ALL CHARGES due and owing FPL for which the Guarantee may now be liable or for which the Guarantee may in the future become liable at the above listed address(es).
2. If Guarantee shall at any time fail to promptly pay all charges due and owing FPL, Guarantor hereby agrees to pay all such amounts due and owing FPL within five (5) days of notice.
3. Guarantor shall pay FPL collection agency fees and expenses, reasonable attorneys' fees and all costs and other expenses incurred by FPL in collecting or compromising any indebtedness of Guarantee hereby guaranteed or in enforcing this Guaranty against Guarantor.
4. This is a continuing Guaranty which shall remain in full force and effect until no longer required as specified in Section 6.3 of FPL's General Rules and Regulations or until terminated by FPL (as set forth herein) or the Guarantor upon thirty (30) days advance written notice; provided, however, that no such termination shall release Guarantor from liability hereunder with respect to any charges for electric service furnished to Guarantee prior to the effective date of such termination. FPL may terminate this Guaranty if at any time the Guarantor is no longer a "satisfactory guarantor" (as defined in Rule 25-6.097(2)(a), F.A.C.) which, at a minimum, means an FPL customer with a satisfactory payment record.
5. Guarantor hereby waives notice of acceptance hereof. Guarantor further agrees that FPL need not proceed against the Guarantee or any other person, firm, or corporation, or to pursue any other remedy prior to pursuing its rights under this Guaranty. Guarantee understands that FPL may pursue and/or exhaust all available collection remedies (including disconnection) against Guarantee without pursuing its rights against Guarantor.
6. This Guaranty shall inure to the benefit of FPL and shall be binding upon Guarantor and Guarantor's heirs and assigns.
7. Guarantee hereby authorizes FPL to disclose all of Guarantee's billing information, including third party notification, to the Guarantor so long as this Guaranty remains in effect. Guarantor agrees to receive all appropriate billing information at the Guarantor's service address listed below and further agrees to notify FPL promptly of any change in address; provided, however, that neither receipt of this billing information nor estimates of billing for the Guarantee's service account(s) shall be construed as a limitation on the amount guaranteed under this Guaranty.

IN WITNESS WHEREOF, Guarantor has signed this Guaranty on this ____ day of _____, _____.

Guarantor Name Guarantor Signature

Guarantor's Service Address & City Guarantor Account No.

Guarantor Social Security No.

(Continued on Sheet No. 9.401)

EXHIBIT

D

NON-RESIDENTIAL UNCONDITIONAL GUARANTY

In consideration of Florida Power & Light Company ("FPL") furnishing electric service to

 See ADDENDUM _____ of
 Guarantee Name Guarantee Acct. No(s).
 _____, Florida ("Guarantee")
 See ADDENDUM _____
 Guarantee's Service Address(es) & City(ies)

("Guarantee"), without requiring a deposit, the undersigned, hereafter referred to as the Guarantor, hereby covenants and agrees that:

1. Guarantor shall, ABSOLUTELY AND UNCONDITIONALLY, guarantee full payment to FPL for ANY AND ALL CHARGES due and owing FPL for which the Guarantee may now be liable or for which the Guarantee may in the future become liable at the above listed address(es).
2. If Guarantee shall at any time fail to promptly pay all charges due and owing FPL, Guarantor hereby agrees to pay all such amounts due and owing FPL within five (5) days of notice.
3. Guarantor shall pay FPL collection agency fees and expenses, reasonable attorneys' fees and all costs and other expenses incurred by FPL in collecting or compromising any indebtedness of Guarantee hereby guaranteed or in enforcing this Guaranty against Guarantor.
4. This is a continuing Guaranty which shall remain in full force and effect until no longer required as specified in Section 6.3 of FPL's General Rules and Regulations or until terminated by FPL (as set forth herein) or the Guarantor upon thirty (30) days advance written notice; provided, however, that no such termination shall release Guarantor from liability hereunder with respect to any charges for electric service furnished to Guarantee prior to the effective date of such termination. FPL may terminate this Guaranty if at any time the Guarantor is no longer a "satisfactory guarantor" (as defined in Rule 25-6.097(+2)(a), F.A.C.).
5. Guarantor hereby waives notice of acceptance hereof. Guarantor further agrees that FPL need not proceed against the Guarantee or any other person, firm, or corporation, or to pursue any other remedy prior to pursuing its rights under this Guaranty. Guarantee understands that FPL may pursue and/or exhaust all available collection remedies (including disconnection) against Guarantee without pursuing its rights against Guarantor.
6. This Guaranty shall inure to the benefit of FPL and shall be binding upon Guarantor and Guarantor's heirs and assigns.
7. Guarantee hereby authorizes FPL to disclose all of Guarantee's billing information, including third party notification, to the Guarantor so long as this Guaranty remains in effect. Guarantor agrees to receive all appropriate billing information at the Guarantor's ~~service~~ address listed below and further agrees to notify FPL promptly of any change in address; provided, however, that neither receipt of this billing information nor estimates of billing for the Guarantee's service account(s) shall be construed as a limitation on the amount guaranteed under this Guaranty.

(Continued on Sheet No. 9.411)

NON-RESIDENTIAL UNCONDITIONAL GUARANTY

In consideration of Florida Power & Light Company ("FPL") furnishing electric service to

 See ADDENDUM _____ of
 Guarantee Name Guarantee Acct. No(s).
 _____, Florida ("Guarantee")
 See ADDENDUM _____
 Guarantee's Service Address(es) & City(ies)

("Guarantee"), without requiring a deposit, the undersigned, hereafter referred to as the Guarantor, hereby covenants and agrees that:

1. Guarantor shall, ABSOLUTELY AND UNCONDITIONALLY, guarantee full payment to FPL for ANY AND ALL CHARGES due and owing FPL for which the Guarantee may now be liable or for which the Guarantee may in the future become liable at the above listed address(es).
2. If Guarantee shall at any time fail to promptly pay all charges due and owing FPL, Guarantor hereby agrees to pay all such amounts due and owing FPL within five (5) days of notice.
3. Guarantor shall pay FPL collection agency fees and expenses, reasonable attorneys' fees and all costs and other expenses incurred by FPL in collecting or compromising any indebtedness of Guarantee hereby guaranteed or in enforcing this Guaranty against Guarantor.
4. This is a continuing Guaranty which shall remain in full force and effect until no longer required as specified in Section 6.3 of FPL's General Rules and Regulations or until terminated by FPL (as set forth herein) or the Guarantor upon thirty (30) days advance written notice; provided, however, that no such termination shall release Guarantor from liability hereunder with respect to any charges for electric service furnished to Guarantee prior to the effective date of such termination. FPL may terminate this Guaranty if at any time the Guarantor is no longer a "satisfactory guarantor" (as defined in Rule 25-6.097(2)(a), F.A.C.).
5. Guarantor hereby waives notice of acceptance hereof. Guarantor further agrees that FPL need not proceed against the Guarantee or any other person, firm, or corporation, or to pursue any other remedy prior to pursuing its rights under this Guaranty. Guarantee understands that FPL may pursue and/or exhaust all available collection remedies (including disconnection) against Guarantee without pursuing its rights against Guarantor.
6. This Guaranty shall inure to the benefit of FPL and shall be binding upon Guarantor and Guarantor's heirs and assigns.
7. Guarantee hereby authorizes FPL to disclose all of Guarantee's billing information, including third party notification, to the Guarantor so long as this Guaranty remains in effect. Guarantor agrees to receive all appropriate billing information at the Guarantor's address listed below and further agrees to notify FPL promptly of any change in address; provided, however, that neither receipt of this billing information nor estimates of billing for the Guarantee's service account(s) shall be construed as a limitation on the amount guaranteed under this Guaranty.

(Continued on Sheet No. 9.411)