

BCC Mtg. Date: April 21, 2020

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of a permanent  
optional LED streetlight tariff, by Florida  
Power & Light Company.

DOCKET NO. 20190223-EI  
ORDER NO. PSC-2020-0085-TRF-EI  
ISSUED: March 23, 2020

The following Commissioners participated in the disposition of this matter:

GARY F. CLARK, Chairman  
ART GRAHAM  
JULIE I. BROWN  
DONALD J. POLMANN  
ANDREW GILES FAY

ORDER APPROVING FLORIDA POWER & LIGHT COMPANY'S LIGHT EMITTING  
DIODE (LED) STREETLIGHT TARIFF AND LED STREETLIGHT AGREEMENT

BY THE COMMISSION:

BACKGROUND

On December 30, 2019, Florida Power & Light Company (FPL) filed a petition seeking approval of a permanent Light Emitting Diode (LED) Streetlight Tariff (LT-1) and accompanying LED Streetlight Agreement (LT-1 Agreement) (jointly, LED tariff). The optional LED tariff is available for lighting private or public streets, roadways, parking lots, homeowners associations' common areas, and parks.

In March 2017, we approved the LED tariff as a three-year pilot program and directed FPL to file a petition by end of December 2019 to modify, terminate, or make permanent the pilot LED tariff and accompanying LT-1 Agreement.<sup>1</sup> Accordingly, FPL submitted the instant petition requesting the pilot program, with certain revisions, be made permanent. The proposed revisions to the LED tariff provide additional LED fixture options, and revised maintenance and conversion recovery charges based on updated costs. All other aspects of the pilot program remain unchanged. On February 11, 2020, FPL filed revised tariff sheets to correct minor errors. The revised LED tariff sheets are included in Attachment A to this order. This petition, as was the pilot program, is consistent with FPL's 2016 rate case settlement which permits the filing of optional tariffs.<sup>2</sup>

In 2013, FPL began offering FPL-owned LED lighting under its Premium Lighting (PL-1) tariff. The PL-1 tariff was first approved in 1998 and is available to any customer wishing to

<sup>1</sup>Order No. PSC-17-0115-TRF-EI, issued on March 28, 2017, in Docket No. 20160245-EI, *In re: Petition for approval of a new optional pilot LED streetlight tariff, by Florida Power & Light Company.*

<sup>2</sup>Order No. PSC-16-0560-AS-EI, issued on December 15, 2016, in Docket No. 20160021-EI, *In re: Petition for rate increase by Florida Power & Light Company.*

have lighting installations in streets, parking lots, or homeowners association common areas.<sup>3</sup> Pursuant to the PL-1 tariff, customers are required to pay a lump sum in advance for the construction of LED lighting facilities. By 2016, FPL had 653,165 High Pressure Sodium vapor (HPSV) street light fixtures in service. Due to the upfront payment requirement and conversion costs from HPSV to LED lighting, only 1,691 LED fixtures were installed as of June 2016.

The current pilot LED tariff was designed to offer customers additional lighting options and allow customers to convert from HPSV to LED lighting by paying for those costs through a monthly charge instead of paying an upfront cost. The LED pilot tariffs became effective on March 7, 2017 and the 3-year pilot terminates on March 6, 2020. Customers taking service under the LED tariff are required to sign the LT-1 Agreement for an initial term of 10 years. During the review of this petition, a data request to FPL was issued to which responses were received on January 29, 2020. We have jurisdiction over this matter pursuant to Sections 366.03, 366.04, 366.05, and 366.06, Florida Statutes (F.S.).

### DECISION

In the instant petition, FPL proposes four revisions to the current LED tariffs: 1) remove the word *pilot*, 2) provide additional LED fixture options, 3) revise the maintenance charges, and 4) revise the LED conversion recovery charge. The only proposed changes to the LT-1 Agreement tariff sheets are a change to the tariff manager's name.

FPL explained that the number of installed LED fixtures increased from 1,691 as of June 2016 to 195,000 as of October 2019. FPL further stated that there is customer demand for additional and more expensive styles of fixtures and that it has approximately 735 customers such as homeowner associations, commercial entities, and city and county governments who have expressed interest in new LED fixtures or conversions to LED lighting.

#### Monthly LED Tariff Charges

As with the current pilot LED tariff, the proposed LED tariff charges are comprised of three components: a fixture charge, an energy charge, and a maintenance charge, consistent with other lighting tariffs electric utilities offer. In addition, the LED tariff includes an LED conversion charge for customers who choose to convert existing non-LED fixtures to LED fixtures. The revised charges are discussed below. All other Commission-approved street lighting cost recovery factors such as fuel or storm recovery charges will also apply.

#### Additional Fixture Options

The available LED fixtures are shown in a catalog on FPL's website<sup>4</sup> as it allows FPL to update the catalog as needed to offer customers the latest LED fixtures. Each fixture shown in the catalog is assigned the appropriate fixture and energy tier. A sample page of the catalog is shown in Exhibit E to the petition.

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<sup>3</sup> Order No. PSC-98-0260-FOF-EI, issued on February 9, 1998, in Docket No. 971256-EI, *In re: Petition for approval of premium lighting and recreational lighting service rates schedules and agreements by Florida Power & Light Company*.

<sup>4</sup> [www.fpl.com/LED](http://www.fpl.com/LED)

The matrix (titled *Monthly Rates for LED Fixtures*), included in Tariff Sheet No. 8.736 (see Attachment A, page 3 of 10), shows the fixture and energy charges applicable to each fixture. Fixtures vary by style, watts, lumens, and other factors. FPL explained that customers have been requesting more expensive fixtures and/or higher wattage fixtures than currently available. FPL, therefore, proposed to include additional fixture and energy tiers in the matrix to accommodate the demand for additional fixture options.

With the additional fixture options, the expanded matrix will show a total of 15 fixture tiers and 31 energy tiers. The 15 fixture tiers are shown on the X axis and each tier represents the monthly fixture charge for LED fixtures whose installed costs fall within the range covered by that tier. Each tier increases by \$3. The individual fixture cost is based on the estimated cost to install plus the carrying costs associated with the initial capital investment (cost of capital, depreciation, property tax, and insurance cost). This all-in cost is annualized using the asset life, and then divided by 12 to arrive at the monthly fixture cost. The monthly cost is then assigned to the appropriate fixture tier on the LED matrix. FPL provided the calculation of a monthly fixture cost in response to Staff's First Data Request No. 9. We find that the monthly fixture cost calculation methodology used by FPL is reasonable.

The 31 energy tiers are shown on the Y axis and each tier represents the monthly energy charge for fixtures whose energy usage falls within specified wattage ranges. Each energy tier increases by \$0.20. FPL provided the calculation of a monthly energy charge in response to Staff's First Data Request No. 11. We find that the monthly energy charge calculation methodology used by FPL is reasonable.

#### Maintenance Charges

FPL reduced the maintenance charge from \$1.82 to \$1.29 per fixture for fixtures on FPL-owned poles and from \$1.27 to \$1.03 per fixture for fixtures on customer-owned poles. The proposed maintenance charges are based on FPL system-wide maintenance costs for LED fixtures. FPL explained that the calculation of the current maintenance charge was based on mostly HPSV fixtures, as in 2016 the majority of FPL's lighting infrastructure was comprised of HPSV fixtures. However, with the increase in LED fixtures in recent years, FPL stated that it now has more maintenance data specific to LED fixtures. The data show that the maintenance costs for LED fixtures are lower than for HPSV fixtures, resulting in the proposed lower maintenance charges.

The maintenance charge for fixtures on customer-owned poles (\$1.03) is set at 80 percent of the maintenance charge for fixtures on FPL-owned poles (\$1.29). FPL explained that approximately 20 percent of the maintenance expense is related to pole or conductor repair. We find that the monthly maintenance charge calculation methodology used by FPL is reasonable.

The maintenance charge is designed to recover the costs associated with maintaining the LED street light system and includes costs such as repairing poles, conductors, cable, replacing photocells, or replacing connectors. FPL proposes to continue to utilize a 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.

#### Conversion Recovery Fee

Customers requesting to convert from HPSV under the SL-1 tariff to LED lights under the LED tariff pay a monthly conversion recovery fee. The conversion recovery fee allows FPL to recover the remaining net book value and removal costs of the HPSV fixtures over a 25-year term. FPL proposes to revise the monthly conversion recovery fee from \$1.03 to \$1.87 per fixture based on updated cost assumptions and a correction to the calculation.

FPL explained that the quantity of HPSV lights installed has increased since 2016, resulting in a higher net book value per light. The removal cost per light, on the other hand, has reduced as the estimated time to remove a light has decreased. Finally, the cost of capital rate has been updated based on FPL's current pre-tax cost of capital of 10.36 percent. FPL calculated a levelized payment stream of the net book value plus removal cost multiplied by the cost of capital rate, over the 25-year term of recovery. FPL further explained that its current cost recovery fee calculation included a formula error, resulting in an understated conversion recovery fee. We find that the monthly conversion recovery fee calculation methodology used by FPL is reasonable and that the proposed increase in the conversion recovery fee will be partially offset by the reduction in the proposed maintenance charges.

As a result of the pilot program's popularity, FPL is proposing to make the LED tariff and accompanying LT-1 Agreement permanent. This optional LED tariff will provide more LED lighting options to customers. Based on our review of FPL's petition and responses to data requests, we hereby approve as a permanent tariff FPL's LED tariff as shown in Attachment A to this order. The LED tariff and associated agreement shall become effective as of our vote on March 3, 2020.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Florida Power & Light Company's Light Emitting Diode Streetlight Tariff and accompanying Light Emitting Diode Streetlight Agreement, as stated on Attachment A, are hereby approved as a permanent tariff. It is further

ORDERED that the effective date of Florida Power & Light Company's Light Emitting Diode Streetlight Tariff and Streetlight Agreement shall be March 3, 2020. It is further

ORDERED that if no timely protest is filed, within 21 days of the issuance of this order, the tariffs shall remain in effect pending resolution of the protest. If no timely protest is filed, this docket shall be closed upon the issuance of a consummating order.

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By ORDER of the Florida Public Service Commission this 23rd day of March, 2020.



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ADAM J. TEITZMAN  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
(850) 413-6770  
[www.floridapsc.com](http://www.floridapsc.com)

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

SBr

NOTICE OF FURTHER PROCEEDINGS

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The Commission's decision on this tariff is interim in nature and will become final, unless a person whose substantial interests are affected by the proposed action files a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on April 13, 2020.

In the absence of such a petition, this Order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

FLORIDA POWER & LIGHT COMPANY ~~Fifty-Ninth~~<sup>Sixtieth</sup> Revised Sheet No. 8.010  
 Cancels ~~Fifty-Eighth~~<sup>Ninth</sup> Revised Sheet No. 8.010

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BA	Billing Adjustments	8.030
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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	Curtable Service (500-1999 kW)	8.330
CST-1	Curtable Service -Time of Use (500-1999 kW)	8.340
GSLD-2	General Service Large Demand (2000 kW +)	8.412
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CST-2	Curtable Service -Time of Use (2000 kW +)	8.440
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EDR	Economic Development Rider	8.800
DSMAR	Demand Side Management Adjustment Rider	8.810
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OSP-1	Supplemental Power Services Rider Pilot	8.845
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: Tiffany Cohen, Director, Rates and Tariffs  
 Effective: ~~March 1, 2018~~

FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 8.735  
Cancels Original Sheet No. 8.735

LED LIGHTING-PILOT

RATE SCHEDULE: LT-1

AVAILABLE:

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)

Issued by: ~~S. E. Romig~~ **Tiffany Cohen**, Director, Rates and Tariffs  
Effective: ~~March 7, 2017~~

**FLORIDA POWER & LIGHT COMPANY**

(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	11	12	13	14	15
A	\$ -	1.50	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50
B	\$ 0.20	1.70	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70	34.70	37.70	40.70	43.70
C	\$ 0.40	1.90	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90	34.90	37.90	40.90	43.90
D	\$ 0.60	2.10	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10	35.10	38.10	41.10	44.10
E	\$ 0.80	2.30	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30	35.30	38.30	41.30	44.30
F	\$ 1.00	2.50	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50	32.50	35.50	38.50	41.50	44.50
G	\$ 1.20	2.70	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70	32.70	35.70	38.70	41.70	44.70
H	\$ 1.40	2.90	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90	32.90	35.90	38.90	41.90	44.90
I	\$ 1.60	3.10	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10	33.10	36.10	39.10	42.10	45.10
J	\$ 1.80	3.30	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30	33.30	36.30	39.30	42.30	45.30
K	\$ 2.00	3.50	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50	33.50	36.50	39.50	42.50	45.50
L	\$ 2.20	3.70	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70	33.70	36.70	39.70	42.70	45.70
M	\$ 2.40	3.90	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90	33.90	36.90	39.90	42.90	45.90
N	\$ 2.60	4.10	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10	34.10	37.10	40.10	43.10	46.10
O	\$ 2.80	4.30	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30	34.30	37.30	40.30	43.30	46.30
P	\$ 3.00	4.50	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50	46.50
Q	\$ 3.20	4.70	7.70	10.70	13.70	16.70	19.70	22.70	25.70	28.70	31.70	34.70	37.70	40.70	43.70	46.70
R	\$ 3.40	4.90	7.90	10.90	13.90	16.90	19.90	22.90	25.90	28.90	31.90	34.90	37.90	40.90	43.90	46.90
S	\$ 3.60	5.10	8.10	11.10	14.10	17.10	20.10	23.10	26.10	29.10	32.10	35.10	38.10	41.10	44.10	47.10
T	\$ 3.80	5.30	8.30	11.30	14.30	17.30	20.30	23.30	26.30	29.30	32.30	35.30	38.30	41.30	44.30	47.30
U	\$ 4.00	5.50	8.50	11.50	14.50	17.50	20.50	23.50	26.50	29.50	32.50	35.50	38.50	41.50	44.50	47.50
V	\$ 4.20	5.70	8.70	11.70	14.70	17.70	20.70	23.70	26.70	29.70	32.70	35.70	38.70	41.70	44.70	47.70
W	\$ 4.40	5.90	8.90	11.90	14.90	17.90	20.90	23.90	26.90	29.90	32.90	35.90	38.90	41.90	44.90	47.90
X	\$ 4.60	6.10	9.10	12.10	15.10	18.10	21.10	24.10	27.10	30.10	33.10	36.10	39.10	42.10	45.10	48.10
Y	\$ 4.80	6.30	9.30	12.30	15.30	18.30	21.30	24.30	27.30	30.30	33.30	36.30	39.30	42.30	45.30	48.30
Z	\$ 5.00	6.50	9.50	12.50	15.50	18.50	21.50	24.50	27.50	30.50	33.50	36.50	39.50	42.50	45.50	48.50
AA	\$ 5.20	6.70	9.70	12.70	15.70	18.70	21.70	24.70	27.70	30.70	33.70	36.70	39.70	42.70	45.70	48.70
BB	\$ 5.40	6.90	9.90	12.90	15.90	18.90	21.90	24.90	27.90	30.90	33.90	36.90	39.90	42.90	45.90	48.90
CC	\$ 5.60	7.10	10.10	13.10	16.10	19.10	22.10	25.10	28.10	31.10	34.10	37.10	40.10	43.10	46.10	49.10
DD	\$ 5.80	7.30	10.30	13.30	16.30	19.30	22.30	25.30	28.30	31.30	34.30	37.30	40.30	43.30	46.30	49.30
EE	\$ 6.00	7.50	10.50	13.50	16.50	19.50	22.50	25.50	28.50	31.50	34.50	37.50	40.50	43.50	46.50	49.50

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

(Continued on Sheet No. 8.737)

FLORIDA POWER & LIGHT COMPANY

~~Seventh~~<sup>Eighth</sup> Revised Sheet No. 8.737  
 Cancels ~~Sixth~~<sup>Seventh</sup> Revised Sheet No. 8.737

(Continued from Sheet No. 8.736)

Maintenance per Fixture (FPL Owned Fixture and Pole)	<u>\$1,821.29</u>
Maintenance per Fixture for FPL Fixtures on Customer Pole	<u>\$4,271.03</u>
LED Conversion Recovery	<u>\$1,021.87</u>

**Notes:**

The non-fuel energy charge is 3.041¢ 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	\$5.20
Standard Concrete pole used only for the street lighting system	\$7.11
Round Fiberglass pole used only for the street lighting system	\$8.42
Decorative Tall Fiberglass pole used only for the street lighting system	\$17.76
Decorative Concrete pole used only for the street lighting system	\$14.42
Underground conductors	4.024 ¢ per foot

**SPECIAL PROVISIONS:**

Where the Company provides poles other than those listed above, the monthly charges, as applicable shall be computed as follows:

Facilities Charge: 1.63% of the Company's average installed cost of the pole.

**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)

**Issued by: Tiffany Cohen, Director, Rates and Tariffs**  
**Effective:**

FLORIDA POWER & LIGHT COMPANY

~~First~~**Second** Revised Sheet No. 8.738  
Cancels ~~Original~~**First Revised 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. 8.032

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.

Issued by: ~~S. E. Romig~~**Tiffany Cohen**, Director, Rates and Tariffs  
Effective: ~~December 6, 2017~~

FLORIDA POWER & LIGHT

First Revised Sheet No. 9.140  
~~Cancels Original Sheet No. 9.140~~

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:

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

<u>Underground Conductor</u>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
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)

Issued by: S. E. RomigTiffany Cohen, Director, Rates and Tariffs  
 Effective: March 7, 2017



FLORIDA POWER & LIGHT COMPANY

First Revised Sheet No. 9.142  
Cancels Original 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)

Issued by: S. E. RomigTiffany Cohen, Director, Rates and Tariffs  
Effective: March 7, 2017

FLORIDA POWER & LIGHT

First Revised Sheet No. 9.143  
Cancels Original 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)

Issued by: S. E. RomigTiffany Cohen, Director, Rates and Tariffs  
Effective: March 7, 2017

FLORIDA POWER & LIGHT

First Revised Sheet No. 9.144

Cancels Original 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:

Issued by: S. E. Romig Tiffany Cohen, Director, Rates and Tariffs  
Effective: March 7, 2017