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December 6, 2013

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

**Re: Florida Power & Light Company's Petition for Approval of New
Commercial/Industrial Service Rider**

Dear Ms. Stauffer:

Enclosing for filing as a new docket is Florida Power & Light Company's Petition for Approval New Commercial/Industrial Service Rider, along with Exhibits A, B, C, and D.

Should there be any questions regarding this transmittal, please contact me at 561-304-5633.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Scott A. Goorland', is written over a horizontal line.

Scott A. Goorland

Enclosures

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Florida Power & Light)
Company's Petition for Approval)
of New Commercial/Industrial)
Service Rider)
_____)

Docket No. _____

Filed: December 6, 2013

**PETITION FOR APPROVAL OF NEW COMMERCIAL/
INDUSTRIAL SERVICE RIDER**

NOW, BEFORE THIS COMMISSION, through undersigned counsel, comes Florida Power & Light Company ("FPL" or the "Company"), and pursuant to Sections 366.04 and 366.05, Florida Statutes, hereby petitions for approval of a new Commercial/Industrial Service Rider ("CISR"). In support of the Petition, FPL states as follows:

1. The name and address of the Petitioner is:

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

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

<p>Kenneth A. Hoffman Vice President, Regulatory Affairs Florida Power & Light Company 215 South Monroe Street, Suite 810 Tallahassee, FL 32301 Phone: 850-521-3919 Fax: 850-521-3939 Email: ken.hoffman@fpl.com</p>	<p>Scott A. Goorland Principal Attorney Florida Power & Light Company 700 Universe Boulevard Juno Beach, FL 33408-0420 Phone: 561-304-5639 Fax: 561-691-7135 Email: scott.goorland@fpl.com</p>
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3. The Florida Public Service Commission (“Commission”) has jurisdiction pursuant to Sections 366.04, 366.05, and 366.06 Florida Statutes, which provides the authority of the Commission to determine and fix fair, just, and reasonable rates that may be requested, demanded, charged, or collected by any public utility for its service.

4. FPL is a corporation organized and existing under the laws of the State of Florida and is an electric utility as defined in s. 366.02(2), F.S.

5. This Petition is being filed consistent with Rule 28-106.201, Florida Administrative Code. The agency affected is the Commission, located at 2540 Shumard Oak Boulevard, Tallahassee, FL 32399. This case does not involve reversal or modification of an agency decision or an agency’s proposed action. Therefore, subparagraph (c) and portions of subparagraphs (b), (e), (f) and (g) of subsection (2) of that rule are not applicable to this Petition. In compliance with subparagraph (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 by any others who may plan to participate in this proceeding. The discussion below demonstrates how the petitioner’s substantial interests will be affected by the agency determination.

I. Introduction and Overview

6. FPL’s bills for typical small, medium and large business customers are among the lowest in the state and well below the national average. Yet, despite FPL’s ability to offer reliable service at low rates, FPL frequently faces pressure to price its electric service for existing and new large commercial and industrial customers competitively with what those customers might pay in certain areas outside Florida, particularly in the southeastern United States. Energy cost is a significant factor in the operation of facilities for large commercial

and industrial customers. Large commercial and industrial customers, often being national or international in scope, have significant experience with electric pricing in different states and countries. As a result, these customers have a heightened awareness of energy price offerings and alternative pricing arrangements that may be available elsewhere. When such lower priced electric service is available, large commercial and industrial customers are often able to shift their operations or relocate facilities to other states or countries in order to achieve significant savings in energy costs.

7. The attraction and retention of large commercial and industrial load that would otherwise locate outside of FPL's service territory will provide substantial benefits for existing customers. Retaining or adding large commercial and industrial load helps to contribute to recovery of fixed costs, which ultimately benefits all customers, and can be a catalyst for job creation/retention and economic development. Any new load would provide for large capital investment in Florida. Large capital construction projects create jobs and have long-term benefits for the state. Benefits include large and long-term tax benefits for state and local jurisdictions, larger numbers of construction jobs, and increased revenue and permanent jobs for Florida-based suppliers. There are also numerous indirect impacts of retained or new load through economic multipliers from local employees and local supplier networks.

8. FPL needs the flexibility to negotiate pricing arrangements with commercial and industrial customers who are at risk of leaving FPL's territory for more competitive options outside of Florida, or who will require competitive incentives to bring new load into Florida. As such, FPL is proposing a new CISR tariff to target commercial and industrial customers who have viable economic alternatives and who otherwise might not remain in, or come to,

Florida. This tariff will give FPL the ability, within the parameters specified in the tariff, to seek alternative pricing solutions which are economic for the general body of customers, the Company and the CISR customer, and which results in the customer being served in Florida by FPL.

9. The Commission has a long history of supporting flexibility for electric and other types of utilities to negotiate rates when appropriate to attract or retain customers on terms that benefit the general body of customers. The Commission has approved flexible contract rates in both the natural gas and telecommunications industries. See, for example, Order No. 12765, issued December 9, 1983; Order No. 13603, issued August 20, 1984; Order No. 23988, issued January 15, 1992; Order No. 14414, issued May 24, 1985; Order No. 14965, issued September 17, 1985; Order No. 20529, issued December 27, 1988, and Order No. 25236, issued October 21, 1991.

10. In the electric industry, In June 1996, Gulf Power (“Gulf”) requested approval of a tariff similar to FPL’s current CISR proposal. Gulf’s proposal was approved (with certain revisions) by the Commission as a pilot on September 24, 1996. See Docket No. 960789-EI, Order No. PSC-96-1219-FOF-EI. Gulf’s CISR was made permanent in 2001. See Docket No. 001217-EI, Order No. PSC-01-0390-TRF-EI, issued February 15, 2001. Tampa Electric Company (“TECO”) was approved for a pilot CISR program similar to Gulf’s in 1998. See Docket No. 980706-EI, Order No. PSC-98-1081-FOF-EI, issued August 10, 1998. TECO did not seek to make its tariff permanent after the 48-month pilot expired; however, the Stipulation and Settlement filed by TECO and other parties on September 26, 2013, includes a new CISR. See Docket No. 130040-EI, Order No. PSC-13-0443-FOF-EI, issued September 30, 2013. Finally, Florida Power Corporation (“FPC”) (now Duke Energy Florida), was

approved for a pilot CISR program similar to Gulf's and TECO's in 2001. See Docket No. 010876-EI, Order No. PSC-01-1789-TRF-EI, issued September 4, 2001. FPC's tariff was made permanent in 2005. See Docket No. 050078-EI, Order No. PSC-05-0945-S-EI, issued September 28, 2005. FPL's proposed CISR is similar to these tariffs previously approved by the Commission, and many provisions of FPL's proposal are patterned after the provisions approved by the Commission in the other utilities' tariffs.

II. FPL's Proposal

11. FPL requests approval of the new CISR tariff, original Tariff Sheet Nos. 8.910 and 8.920, attached hereto as Composite Exhibit A, in legislative and clean formats. FPL's proposed revised Index of Rate Schedules, Fiftieth Revised Tariff Sheet 8.010, which reflects the addition of the CISR, is attached as Composite Exhibit B, in legislative and clean formats. The CISR will provide the flexibility needed to enable FPL to negotiate base demand and energy charges with large commercial and industrial customers who can affirmatively demonstrate that they have viable lower cost alternatives to receiving their electric power supply from FPL. This provides FPL with the necessary tools to avoid or reduce the loss of revenues, or even enhance the revenues, necessary to support FPL's total system requirements.

12. FPL's proposed CISR is designed to ensure that FPL's negotiated rates will continue to recover all incremental costs that the Company incurs in serving the customer, plus provide a contribution to fixed costs. Consistent with that principle, all otherwise applicable clause-related costs also will be recovered from the CISR customer. This will ensure the protection of, and provide benefits to, the general body of customers.

13. The CISR will be applicable to both new and existing commercial and industrial customers with loads greater than 2 MW. As proposed, the CISR will be limited to 50 Contract Service Arrangements (“CSAs”) or a total of 300 MW of load (whichever limit is reached first). These limitations will ensure that the CISR is targeted to the size of customer that has the ability and motivation to base its location decisions in substantial measure on electricity costs, and also avoid the potential for the CISR to become oversubscribed.

14. Certain requirements will be imposed on a customer in order to receive service under the proposed CISR tariff:

- a. The customer must attest that, but for the application of the CISR, the load subject to the rider would not be served (or continue to be served) by FPL;
- b. The customer must provide such documentation as FPL may request demonstrating that it has a viable lower cost alternative to taking electric service from the Company; and,
- c. An existing customer must agree to provide a recent energy audit of the customer’s physical facility identifying cost-saving energy improvements which could be made to reduce the customer’s cost of energy.

These requirements are intended to provide sufficient information for FPL to determine whether there is a basis and need for pricing negotiation under the CISR.

15. In determining whether a customer qualifies for a CISR, FPL will apply the following process:

- a. FPL will send the customer a standard package of materials describing the CISR and eligibility requirements;

- b. FPL will obtain a preliminary affidavit from the customer describing the customer's viable alternatives;
- c. FPL will conduct an initial screening;
- d. FPL and the customer will execute a confidentiality agreement;
- e. FPL will conduct analysis and scoring that allows the Company to determine a maximum potential discount consistent with the principle that CISR customers must cover all incremental costs and make a contribution to fixed costs;
- f. The customer must complete a final affidavit stating that the load would not be served (or continue to be served) by FPL absent the CISR discount;
- g. The customer's eligibility for the CISR and the proposed level of the discount will be presented for approval by a committee of senior Company officers; and,
- h. The CISR will be executed.

16. In return for the CISR discount, the customer will be required to sign a CSA substantially in the form of Composite Exhibit C, new Tariff Sheets 9.475 through 9.479, attached hereto in legislative and clean formats, setting forth the specific agreement which has been reached, including the customer's commitment to take its entire requirements for electric service at agreed upon service locations from FPL for a minimum term. The requirements for electric service may exclude certain electric service requirements served by the customer's own generation. FPL's proposed revised Index of Standard Forms, Forty-Second Revised Sheet No. 9.010, which reflects the addition of the CSA, is attached as Composite Exhibit D, in legislative and clean formats.

17. CSAs will be treated as confidential and proprietary business information.
18. FPL will not offer the proposed CISR to a customer being served by another Florida electric utility.
19. To ensure that the general body of customers is not harmed by impacts to the adjustment clauses, revenues received from the CISR customer will be first allocated to all applicable cost recovery clauses at the rate at which the customer would have been charged in the absence of the CISR. The customer will also pay the otherwise applicable customer charge plus an additional \$250 monthly customer charge to cover CISR customer-related administrative costs.
20. To avoid undue discrimination, FPL will incorporate procedures similar to those implemented in electric utility negotiated rate discount tariff programs previously approved by the Commission. FPL will maintain documentation to demonstrate that, in the event two similarly situated customers in the same industry request service under the CISR, there is no undue discrimination between the rates, terms, and conditions offered to the two customers.
21. FPL will file reports with the Commission that will provide information regarding executed CSAs. Quarterly reports will include, for the relevant period:
 - the number of CSAs requested;
 - the number of CSA prices quoted;
 - the number of CSA requests which were canceled by a customer prior to price quotation;
 - the number of CSA offers accepted;
 - the number of CSA offers rejected;
 - the number of CSA offers awaiting decision by customers;

- a brief description of all CSAs executed during the quarter, including the applicable rates, charges and contract period; and,
- for each CSA executed during the quarter, a summary of the justification for the offering.

On an annual basis, FPL will report the cumulative total of revenues associated with all CSAs executed by FPL.

22. FPL will report the revenue differential between the negotiated rates and the otherwise applicable rates separately on its monthly Earnings Surveillance Reports and its theoretical impact on FPL's achieved jurisdictional return on equity. A Commission prudence review may be requested by FPL subsequent to entering into a CSA and, should a Commission review of a CSA find that CSA to have been prudent, then that CSA would no longer be reported on a new page of the monthly Earnings Surveillance Reports. In addition, FPL proposes that two other circumstances may trigger a review of the CSAs by the Commission: (1) a request by FPL for a base rate increase; and, (2) information in the monthly Earnings Surveillance Reports indicating that the difference between the revenues that would have been produced by FPL's standard tariff rates and the revenues resulting from the CSAs would, when added to FPL's actual revenues, result in a theoretical calculation of FPL's jurisdictional return on equity that exceeds the top of the Company's authorized range. For this review by the Commission, FPL will have the burden of proof that FPL's decision to enter into a particular CSA was in the best interest of its general body of customers.


III. Conclusion

23. The ability of FPL to negotiate base demand and energy charges with large commercial and industrial customers who would otherwise locate outside of Florida, while recovering all incremental and clause related costs plus a contribution to fixed costs, provides substantial benefits to FPL's existing customers and the state economy as a whole. The tariff will encourage large capital investment in Florida, bringing long-term benefits for the state. These benefits include enhanced large and long-term tax revenues for state and local jurisdictions, more construction jobs, and increased revenue and jobs for Florida-based suppliers.

WHEREFORE, FPL respectfully requests that the Commission enter an order approving the proposed Commercial-Industrial Service Rider Rate Schedule, as described herein and as provided in original Tariff Sheet Nos. 8.910 and 8.920, original Tariff Sheets 9.475 through 9.479, and revised Tariff Sheets 8.010 and 9.010, attached hereto as Composite Exhibits A, B, C, and D.

DATED this 6th day of December, 2013.

FLORIDA POWER & LIGHT
COMPANY



R. Wade Litchfield
Vice President and General Counsel
John T. Butler
Assistant General Counsel – Regulatory
Scott A. Goorland
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Florida Power & Light Company
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Composite Exhibit A

Commercial/Industrial Service RiderRATE SCHEDULE: CISR-1AVAILABLE:

In all territory served.

This Rider is available, at the Company's option, to non-residential customers currently taking firm service, or qualified to take firm service, under the Company's Rate Schedules applicable to loads of 2 MW or greater. Customers desiring to take service under this rider must make a written request. Such request shall be subject to the Company's approval, with the Company under no obligation to grant service under this rider. Resale not permitted.

This rider will be closed to further subscription by eligible customers when either of the following conditions has occurred: 1) The total capacity subject to executed Contract Service Agreements ("CSAs") reaches 300 MW of connected load, or (2) The Company has executed fifty (50) CSAs with eligible customers under this rider. These limitations on subscription can be removed or revised by the Florida Public Service Commission ("Commission") at any time upon good cause having been shown by the Company.

The Company is not authorized by the Commission to offer a CSA under this rate schedule in order to shift existing load currently being served by a Florida electric utility pursuant to a tariff rate schedule on file with the Commission away from that utility to the company.

APPLICABLE:

Service provided under this optional rider shall be applicable to all, or a portion of, the customer's existing or projected electric service requirements which the customer and the Company have determined, but for the application of this rider, would not be served by the Company and which otherwise qualifies for such service under the terms and conditions set forth herein ("Applicable Load"). Two categories of Applicable Load shall be recognized: Retained Load (existing load at an existing location) and New Load (all other Applicable Load).

Applicable Load must be served behind a single meter and must exceed a minimum level of demand determined from the following provisions:

New and Retained Load: 2 MW of installed, connected demand.

LIMITATION OF SERVICE:

Any customer receiving service under this Rider must provide the following documentation, the sufficiency of which shall be determined by the Company:

1. Legal attestation by the customer (through an affidavit signed by an authorized representative of the customer) to the effect that, but for the application of this rider to the new or retained load, such load would not be served by the Company;
2. Such documentation as the Company may request demonstrating to the Company's satisfaction that there is a viable lower cost alternative (excluding alternatives in which the Company has an ownership or operating interest) to the customer's taking electric service from the Company; and
3. In the case of an existing customer, an agreement to provide the Company with a recent energy audit of the customer's physical facility which provides sufficient detail to provide reliable cost and benefit information on energy efficiency improvements which could be made to reduce the customer's cost of energy in addition to any discounted pricing provided under this rider.

(Continued on Sheet 8.920)

(Continued from Sheet 8.910)

DESCRIPTION:

Monthly Charges:

Unless specifically noted in this rider or within the CSA, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

Additional Customer Charges:

\$250 / month

Base Demand / Energy Charges:

The negotiable charges under this rider may include the Base Demand and/or Energy Charges as set forth in the otherwise applicable tariff schedule. The specific charges or procedure for calculating the charges under this rider shall be set forth in the negotiated CSA and shall recover all incremental costs the Company incurs in serving the customer plus a contribution to the Company's fixed costs as determined by the Company.

RULES AND REGULATIONS:

This optional rider is offered in conjunction with the rates, terms and conditions of the tariff under which the customer takes service and affects the total bill only to the extent that negotiated rates, terms and conditions differ from the rates, terms and conditions of the otherwise applicable rate schedules as provided for under this rider.

Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in the CSA. These negotiated provisions and/or conditions may include, but are not limited to, a guarantee by the Company to maintain the level of either the Base Demand and/or Energy charge discounts negotiated under this rider for a specified period, such period not to exceed the term of the CSA.

Each customer shall enter into a sole supplier CSA with the Company to purchase the customer's entire requirements for electric service at the service location(s) set forth in the CSA. For purposes of the CSA "the requirements for electric service" may exclude certain electric service requirements served by the customer's own generation as of the date shown on the CSA. The CSA shall be considered a confidential document. The pricing levels and procedures described within the CSA, as well as any information supplied by the customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith shall be treated by the Company as confidential, proprietary information. If the Commission or its staff seeks to review any such information that the parties wish to protect from public disclosure, the information shall be provided with a request for confidential classification under the confidentiality rules of the Commission.

The CSA, its terms and conditions, and the applicability of this rider to any particular customer or specific load shall be subject to the regulations and orders of the Commission.

Commercial/Industrial Service RiderRATE SCHEDULE: CISR-1AVAILABLE:

In all territory served.

This Rider is available, at the Company's option, to non-residential customers currently taking firm service, or qualified to take firm service, under the Company's Rate Schedules applicable to loads of 2 MW or greater. Customers desiring to take service under this rider must make a written request. Such request shall be subject to the Company's approval, with the Company under no obligation to grant service under this rider. Resale not permitted.

This rider will be closed to further subscription by eligible customers when either of the following conditions has occurred: 1) The total capacity subject to executed Contract Service Agreements ("CSAs") reaches 300 MW of connected load, or (2) The Company has executed fifty (50) CSAs with eligible customers under this rider. These limitations on subscription can be removed or revised by the Florida Public Service Commission ("Commission") at any time upon good cause having been shown by the Company.

The Company is not authorized by the Commission to offer a CSA under this rate schedule in order to shift existing load currently being served by a Florida electric utility pursuant to a tariff rate schedule on file with the Commission away from that utility to the company.

APPLICABLE:

Service provided under this optional rider shall be applicable to all, or a portion of, the customer's existing or projected electric service requirements which the customer and the Company have determined, but for the application of this rider, would not be served by the Company and which otherwise qualifies for such service under the terms and conditions set forth herein ("Applicable Load"). Two categories of Applicable Load shall be recognized: Retained Load (existing load at an existing location) and New Load (all other Applicable Load).

Applicable Load must be served behind a single meter and must exceed a minimum level of demand determined from the following provisions:

New and Retained Load: 2 MW of installed, connected demand.

LIMITATION OF SERVICE:

Any customer receiving service under this Rider must provide the following documentation, the sufficiency of which shall be determined by the Company:

1. Legal attestation by the customer (through an affidavit signed by an authorized representative of the customer) to the effect that, but for the application of this rider to the new or retained load, such load would not be served by the Company;
2. Such documentation as the Company may request demonstrating to the Company's satisfaction that there is a viable lower cost alternative (excluding alternatives in which the Company has an ownership or operating interest) to the customer's taking electric service from the Company; and
3. In the case of an existing customer, an agreement to provide the Company with a recent energy audit of the customer's physical facility which provides sufficient detail to provide reliable cost and benefit information on energy efficiency improvements which could be made to reduce the customer's cost of energy in addition to any discounted pricing provided under this rider.

(Continued on Sheet 8.920)

(Continued from Sheet 8.910)

DESCRIPTION:

Monthly Charges:

Unless specifically noted in this rider or within the CSA, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

Additional Customer Charges:

\$250 / month

Base Demand / Energy Charges:

The negotiable charges under this rider may include the Base Demand and/or Energy Charges as set forth in the otherwise applicable tariff schedule. The specific charges or procedure for calculating the charges under this rider shall be set forth in the negotiated CSA and shall recover all incremental costs the Company incurs in serving the customer plus a contribution to the Company's fixed costs as determined by the Company.

RULES AND REGULATIONS:

This optional rider is offered in conjunction with the rates, terms and conditions of the tariff under which the customer takes service and affects the total bill only to the extent that negotiated rates, terms and conditions differ from the rates, terms and conditions of the otherwise applicable rate schedules as provided for under this rider.

Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in the CSA. These negotiated provisions and/or conditions may include, but are not limited to, a guarantee by the Company to maintain the level of either the Base Demand and/or Energy charge discounts negotiated under this rider for a specified period, such period not to exceed the term of the CSA.

Each customer shall enter into a sole supplier CSA with the Company to purchase the customer's entire requirements for electric service at the service location(s) set forth in the CSA. For purposes of the CSA "the requirements for electric service" may exclude certain electric service requirements served by the customer's own generation as of the date shown on the CSA. The CSA shall be considered a confidential document. The pricing levels and procedures described within the CSA, as well as any information supplied by the customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith shall be treated by the Company as confidential, proprietary information. If the Commission or its staff seeks to review any such information that the parties wish to protect from public disclosure, the information shall be provided with a request for confidential classification under the confidentiality rules of the Commission.

The CSA, its terms and conditions, and the applicability of this rider to any particular customer or specific load shall be subject to the regulations and orders of the Commission.

Composite 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
GSCU-1	General Service Constant Usage	8.122
RS-1	Residential Service	8.201
RTR-1	Residential Time of Use Rider	8.203
RSL	Residential Load Management Program	8.207
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 (2000 kW +)	8.440
CST-3	Curtailable Service -Time of Use (2000 kW +)	8.542
CS-3	Curtailable Service (2000 kW +)	8.545
GSLD-3	General Service Large Demand (2000 kW +)	8.551
GSLDT-3	General Service Large Demand - Time of Use (2000 kW +)	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
PL-1	Premium Lighting	8.720
OL-1	Outdoor Lighting	8.725
SL-2	Traffic Signal Service	8.730
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
<u>CISR</u>	<u>Commercial/Industrial Service Rider</u>	<u>8.910</u>

INDEX OF RATE SCHEDULES

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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 (2000 kW +)	8.440
CST-3	Curtailable Service -Time of Use (2000 kW +)	8.542
CS-3	Curtailable Service (2000 kW +)	8.545
GSLD-3	General Service Large Demand (2000 kW +)	8.551
GSLDT-3	General Service Large Demand - Time of Use (2000 kW +)	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
PL-1	Premium Lighting	8.720
OL-1	Outdoor Lighting	8.725
SL-2	Traffic Signal Service	8.730
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

Composite Exhibit C

**CONTRACT SERVICE AGREEMENT FOR THE PROVISION OF SERVICE UNDER
THE COMMERCIAL / INDUSTRIAL SERVICE RIDER**

This Contract Service Agreement ("Agreement") is made and entered into as of this _____ day of _____, by and between _____, (hereinafter called in the "Customer") and Florida Power and Light, a Florida corporation (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto (hereinafter called the "Commission"); and

WHEREAS, the Customer is _____ : and

WHEREAS, the Customer can receive electric service from the Company under tariff schedule _____ at the following service location _____ : and

WHEREAS, the present pricing available under the Company's rate schedule _____ is sufficient economic justification for the Customer to decide not to take electric service from the Company for all or a part of Customer's needs; and

WHEREAS, the Customer has shown evidence and attested to its intention to not take electric service from the Company unless a pricing adjustment is made under the Company's Commercial / Industrial Service Rider ("CISR") tariff; and

WHEREAS, the Company has sufficient capacity to serve the Customer at the aforementioned service location for the foreseeable future and for at least the following _____ month period; and

WHEREAS, the Company is willing to make a pricing adjustment for the Customer in exchange for a commitment by the customer to continue to purchase electric energy exclusively from the Company at agreed upon service locations (for purposes of this Agreement, the "electric energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement);

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the Company and Customer agree as follows:

1. **Rate Schedule(s)** – The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of the Company's tariff, rate schedule _____ and CISR tariff, as currently approved by the Commission or as said tariff and rate schedule(s) may be modified in the future and approved by the Commission (except as described in Section 6 herein). The Customer agrees to abide by all applicable requirements of the tariff, rate schedule _____ and CISR tariff, except to the extent specifically modified by this Agreement. Copies of the Company's currently approved rate schedule(s) _____ and CISR tariff are attached as Exhibit "A" and made a part hereof.
2. **Term of Agreement** – This Agreement shall remain in force for a term of _____ months commencing on the date above first written.
3. **Modifications to Tariff and Rate Schedule** – See Exhibit "B" to this Agreement.
4. **Exclusivity Provision** – During the term hereof, the Customer agrees to purchase from the Company the Customer's entire requirements for electric capacity and energy for its facilities and equipment at the service location (s) described in Exhibit A to this Agreement. The "entire requirements for capacity and energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement.

(Continued on Sheet No. 9.476)

(Continued from Sheet No. 9.475)

- 5. **Termination** – This Agreement shall remain in effect for the period defined in the Term of Agreement above. This Agreement may be terminated in the following manners:
 - a. **Modification of Rate Schedule** – In the event that any provision of any applicable rate schedule(s) is amended or modified by the Commission in a manner that is material and adverse to one of the parties hereto, that party shall be entitled to terminate this Agreement, by written notice to the other party tendered no later than sixty (60) days after such amendment or modification becomes final and non-appealable.
 - b. **Regulatory Review** – In the event of a determination by the Florida Public Service Commission that the entering into this Agreement was not prudent, this Agreement shall be considered terminated immediately upon such finding.
 - c. **Inaccurate or Misleading Information** – For the purposes of this Agreement, in the event that it is determined that the Customer has provided inaccurate or misleading information to the Company, which the Company relied upon in entering into this Agreement, this Agreement shall be considered terminated immediately upon such a determination by the Company, and within thirty (30) days the Customer shall remit to the Company the full amount of any discount already provided to the Customer below what the Customer would have otherwise paid under the standard applicable tariff identified in Exhibit B to this Agreement.
 - d. **Minimum Load** – The Customer is required to maintain a minimum load of 2 MW in order to remain on the CISR. If the customer at any time ceases to be billed under a rate schedule specific to customers with demands of 2 MW or more, the customer will be deemed to no longer be eligible for the CISR and the Company may cancel the Agreement and immediately discontinue any negotiated discounts.
- 6. **Entire Agreement** – This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Company and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the parties hereto relative to the matter herein described.
- 7. **Incorporation of Tariff** - This Agreement incorporates by reference the terms and conditions of the company's tariff, rate schedule and CISR tariff filed by the Company with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement and such tariff or rate schedules (other than as set out in the CISR tariff), the terms and conditions of this agreement shall control.
- 8. **Notices** – All notices and other communications hereunder shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by facsimile, addressed as follows:

If to the Company:

Florida Power and Light
 700 Universe Blvd. CEA/ JB
 Juno Beach FL 33408
 Facsimile:
 Attention:

With a copy to:

Florida Power and Light
 700 Universe Blvd. CEA/ JB
 Juno Beach FL 33408
 Facsimile:
 Attention:

If to the Customer:

 Facsimile:
 Attention:

With a copy to:

 Facsimile:
 Attention:

Except as otherwise expressly provided in this Agreement, all notices and other communications shall be determined effective upon receipt. Each party shall have the right to designate a different address for notices to it by notice similarly given.

(Continued on Sheet No. 9.477)

(Continued from Sheet No. 9.476)

- 9. Assignment; No Third Party Beneficiaries - This Agreement shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. No assignment of any rights or delegation of any obligations hereunder shall have the effect of releasing the assigning party of any of its obligations hereunder, and the assigning party shall remain primarily liable and responsible therefore notwithstanding any such assignment or delegation. Nothing in this Agreement shall be construed to confer a benefit on any person not a signatory party hereto or such signatory party's successors and assigns.
- 10. Waiver - At its option, either party may waive any or all of the obligations of the other party contained in this Agreement, but waiver of any obligation or any breach of this Agreement by either party shall in no event constitute a waiver as to any other obligation or breach or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding in writing signed by the waiving party.
- 11. Headlines - The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.
- 12. Counterparts - This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 13. Dispute Resolution - All disputes arising between the Customer and the Company under this Agreement shall be finally decided by the Commission in accordance with the applicable rules and procedures of the Commission.
- 14. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
- 15. Confidentiality - The pricing levels and procedures described within this Agreement, as well as any information supplied by the Customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith is considered confidential, proprietary information of the parties. If requested, such information shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

IN WITNESS WHEREOF, the Customer and the Company have executed this Agreement the day and year first written above.

Witnesses:

Witnesses:

by: _____

Its: _____

Attest: _____

FLORIDA POWER AND LIGHT

by: _____

Its: _____

Attest: _____

(Continued on Sheet No. 9.478)

(Continued from Sheet No. 9.477)

Contract Service Agreement

Exhibit A

Customer Name and Service Location(s):

Applicable currently approved rate schedule(s) and CISR tariff

_____ (copies attached).

(Continued on Sheet No. 9.479)

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

(Continued from Sheet No. 9.478)

Contract Service Agreement

Exhibit B

Customer Name and Service Location(s):

(The otherwise applicable rates may be any of the following: GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT-3.)

A credit based on the percentages below will be applied to the base demand charges and base energy charges of the Customer's otherwise applicable rate schedule (as currently approved by the Commission or as said tariff and rate schedules may be modified in the future and approved by the Commission) associated with the Customer's Load:

Year - % reduction in base demand and % reduction in base energy charges*

Year - % reduction in base demand and % reduction in base energy charges*

Year - % reduction in base demand and % reduction in base energy charges*

Year - % reduction in base demand and % reduction in base energy charges*

Year - % reduction in base demand and % reduction in base energy charges*

Year - % reduction in base demand and % reduction in base energy charges*

(Additional years may be added in accordance with the CSA).

* All other charges including customer charge, fuel cost recovery, capacity cost recovery, conservation cost recovery, environmental cost recovery, and storm charge will also be based on the Customer's otherwise applicable rate.

**CONTRACT SERVICE AGREEMENT FOR THE PROVISION OF SERVICE UNDER
THE COMMERCIAL / INDUSTRIAL SERVICE RIDER**

This Contract Service Agreement ("Agreement") is made and entered into as of this _____ day of _____, by and between _____, (hereinafter called in the "Customer") and Florida Power and Light, a Florida corporation (hereinafter called the "Company").

WITNESSETH:

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto (hereinafter called the "Commission"); and

WHEREAS, the Customer is _____; and

WHEREAS, the Customer can receive electric service from the Company under tariff schedule _____ at the following service location _____; and

WHEREAS, the present pricing available under the Company's rate schedule _____ is sufficient economic justification for the Customer to decide not to take electric service from the Company for all or a part of Customer's needs; and

WHEREAS, the Customer has shown evidence and attested to its intention to not take electric service from the Company unless a pricing adjustment is made under the Company's Commercial / Industrial Service Rider ("CISR") tariff; and

WHEREAS, the Company has sufficient capacity to serve the Customer at the aforementioned service location for the foreseeable future and for at least the following _____ month period; and

WHEREAS, the Company is willing to make a pricing adjustment for the Customer in exchange for a commitment by the customer to continue to purchase electric energy exclusively from the Company at agreed upon service locations (for purposes of this Agreement, the "electric energy" may exclude certain electric service requirements served by the Customer's own generation as of the date of this Agreement);

NOW THEREFORE, in consideration of the mutual covenants expressed herein, the Company and Customer agree as follows:

1. **Rate Schedule(s)** – The Company agrees to furnish and the Customer agrees to take power pursuant to the terms and conditions of the Company's tariff, rate schedule _____ and CISR tariff, as currently approved by the Commission or as said tariff and rate schedule(s) may be modified in the future and approved by the Commission (except as described in Section 6 herein). The Customer agrees to abide by all applicable requirements of the tariff, rate schedule _____ and CISR tariff, except to the extent specifically modified by this Agreement. Copies of the Company's currently approved rate schedule(s) _____ and CISR tariff are attached as Exhibit "A" and made a part hereof.
2. **Term of Agreement** – This Agreement shall remain in force for a term of _____ months commencing on the date above first written.
3. **Modifications to Tariff and Rate Schedule** – See Exhibit "B" to this Agreement.
4. **Exclusivity Provision** – During the term hereof, the Customer agrees to purchase from the Company the Customer's entire requirements for electric capacity and energy for its facilities and equipment at the service location (s) described in Exhibit A to this Agreement. The "entire requirements for capacity and energy" may exclude certain electric service requirements served by the Customers own generation as of the date of this Agreement.

(Continued on Sheet No. 9.476)

(Continued from Sheet No. 9.475)

- 5. **Termination** – This Agreement shall remain in effect for the period defined in the Term of Agreement above. This Agreement may be terminated in the following manners:
 - a. **Modification of Rate Schedule** – In the event that any provision of any applicable rate schedule(s) is amended or modified by the Commission in a manner that is material and adverse to one of the parties hereto, that party shall be entitled to terminate this Agreement, by written notice to the other party tendered no later than sixty (60) days after such amendment or modification becomes final and non-appealable.
 - b. **Regulatory Review** – In the event of a determination by the Florida Public Service Commission that the entering into this Agreement was not prudent, this Agreement shall be considered terminated immediately upon such finding.
 - c. **Inaccurate or Misleading Information** – For the purposes of this Agreement, in the event that it is determined that the Customer has provided inaccurate or misleading information to the Company, which the Company relied upon in entering into this Agreement, this Agreement shall be considered terminated immediately upon such a determination by the Company, and within thirty (30) days the Customer shall remit to the Company the full amount of any discount already provided to the Customer below what the Customer would have otherwise paid under the standard applicable tariff identified in Exhibit B to this Agreement.
 - d. **Minimum Load** – The Customer is required to maintain a minimum load of 2 MW in order to remain on the CISR. If the customer at any time ceases to be billed under a rate schedule specific to customers with demands of 2 MW or more, the customer will be deemed to no longer be eligible for the CISR and the Company may cancel the Agreement and immediately discontinue any negotiated discounts.
- 6. **Entire Agreement** – This Agreement supersedes all previous agreements and representations either written or oral heretofore made between the Company and the Customer with respect to the matters herein contained. This Agreement, when duly executed, constitutes the only agreement between the parties hereto relative to the matter herein described.
- 7. **Incorporation of Tariff** - This Agreement incorporates by reference the terms and conditions of the company’s tariff, rate schedule _____ and CISR tariff filed by the Company with, and approved by, the Commission, as amended from time to time. In the event of any conflict between this Agreement and such tariff or rate schedules (other than as set out in the CISR tariff), the terms and conditions of this agreement shall control.
- 8. **Notices** – All notices and other communications hereunder shall be in writing and shall be delivered by hand, by prepaid first class registered or certified mail, return receipt requested, by courier or by facsimile, addressed as follows:

If to the Company:

Florida Power and Light
 700 Universe Blvd. CEA/ JB
 Juno Beach FL 33408
 Facsimile:
 Attention: _____

With a copy to:

Florida Power and Light
 700 Universe Blvd. CEA/ JB
 Juno Beach FL 33408
 Facsimile:
 Attention: _____

If to the Customer:

 Facsimile:
 Attention: _____

With a copy to:

 Facsimile:
 Attention: _____

Except as otherwise expressly provided in this Agreement, all notices and other communications shall be determined effective upon receipt. Each party shall have the right to designate a different address for notices to it by notice similarly given.

(Continued on Sheet No. 9.477)

(Continued from Sheet No. 9.476)

- 9. **Assignment; No Third Party Beneficiaries** - This Agreement shall inure to the benefit of and shall bind the successors and assigns of the parties hereto. No assignment of any rights or delegation of any obligations hereunder shall have the effect of releasing the assigning party of any of its obligations hereunder, and the assigning party shall remain primarily liable and responsible therefore notwithstanding any such assignment or delegation. Nothing in this Agreement shall be construed to confer a benefit on any person not a signatory party hereto or such signatory party's successors and assigns.
- 10. **Waiver** - At its option, either party may waive any or all of the obligations of the other party contained in this Agreement, but waiver of any obligation or any breach of this Agreement by either party shall in no event constitute a waiver as to any other obligation or breach or any future breach, whether similar or dissimilar in nature, and no such waiver shall be binding in writing signed by the waiving party.
- 11. **Headlines** - The section and paragraph headings contained in the Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.
- 12. **Counterparts** - This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 13. **Dispute Resolution** - All disputes arising between the Customer and the Company under this Agreement shall be finally decided by the Commission in accordance with the applicable rules and procedures of the Commission.
- 14. **Governing Law** - This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.
- 15. **Confidentiality** - The pricing levels and procedures described within this Agreement, as well as any information supplied by the Customer through an energy audit or as a result of negotiations or information requests by the Company and any information developed by the Company in connection therewith is considered confidential, proprietary information of the parties. If requested, such information shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

IN WITNESS WHEREOF, the Customer and the Company have executed this Agreement the day and year first written above.

Witnesses:

Witnesses:

by: _____

Its: _____

Attest: _____

FLORIDA POWER AND LIGHT

by: _____

Its: _____

Attest: _____

(Continued on Sheet No. 9.478)

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

(Continued from Sheet No. 9.477)

Contract Service Agreement

Exhibit A

Customer Name and Service Location(s):

Applicable currently approved rate schedule(s) and CISR tariff _____

_____ (copies attached).

(Continued on Sheet No. 9.479)

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

(Continued from Sheet No. 9.478)

Contract Service Agreement

Exhibit B

Customer Name and Service Location(s):

(The otherwise applicable rates may be any of the following: GSLD-2, GSLDT-2, GSLD-3, GSLDT-3, or HLFT-3.)

A credit based on the percentages below will be applied to the base demand charges and base energy charges of the Customer's otherwise applicable rate schedule (as currently approved by the Commission or as said tariff and rate schedules may be modified in the future and approved by the Commission) associated with the Customer's Load:

Year __ - __% reduction in base demand and __ % reduction in base energy charges*

Year __ - __% reduction in base demand and __ % reduction in base energy charges*

Year __ - __% reduction in base demand and __ % reduction in base energy charges*

Year __ - __% reduction in base demand and __ % reduction in base energy charges*

Year __ - __% reduction in base demand and __ % reduction in base energy charges*

Year __ - __% reduction in base demand and __ % reduction in base energy charges*

(Additional years may be added in accordance with the CSA).

* All other charges including customer charge, fuel cost recovery, capacity cost recovery, conservation cost recovery, environmental cost recovery, and storm charge will also be based on the Customer's otherwise applicable rate.

Composite 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
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
<u>Commercial/Industrial Service Rider</u>	<u>9.475</u>
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)

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

Effective: **November 1, 2008**

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
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)