

BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of:

DOCKET NO. 160245-EI

PETITION FOR APPROVAL OF A NEW  
OPTIONAL PILOT LED STREETLIGHT  
TARIFF, BY FLORIDA POWER &  
LIGHT COMPANY.

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PROCEEDINGS: COMMISSION CONFERENCE AGENDA  
ITEM NO. 5

COMMISSIONERS  
PARTICIPATING: CHAIRMAN JULIE I. BROWN  
COMMISSIONER ART GRAHAM  
COMMISSIONER RONALD A. BRISÉ  
COMMISSIONER JIMMY PATRONIS  
COMMISSIONER DONALD J. POLMANN

DATE: Tuesday, March 7, 2017

PLACE: Betty Easley Conference Center  
Room 148  
4075 Esplanade Way  
Tallahassee, Florida

REPORTED BY: LINDA BOLES, CRR, RPR  
Official FPSC Reporter  
(850) 413-6734

**P R O C E E D I N G S**

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2           **CHAIRMAN BROWN:** All right. Circling back to  
3 Item 5, the light tariff. Brief overview, please.

4           **MS. GUFFEY:** Good morning, Madam Chairman and  
5 Commissioners. Sevini Guffey with the Commission staff.

6           Item 5 is Florida Power & Light's petition  
7 requesting Commission approval of a new optional LED  
8 streetlight tariff, LT-1, and the accompanying  
9 LT-1 agreement form. This request is consistent with  
10 FPL's 2016 rate case, which allows for filing of  
11 optional tariffs such as this.

12           The LT-1 tariff is proposed as a three-year  
13 pilot program from 2017 until 2019, and this program is  
14 in response to FPL customers requesting additional LED  
15 feature options and flexible payment methods.

16           Staff did not receive any customer comments on  
17 this proposed petition and has reviewed the petition and  
18 supporting documentation and recommends approval of  
19 FPL's proposal. Staff is available to answer questions,  
20 and Mr. Donaldson from FPL is here to answer questions  
21 as well.

22           **CHAIRMAN BROWN:** Thank you, Ms. Guffey.

23           And, Commissioners, I pulled this item just  
24 because I have one limited question for clarification  
25 purposes on the contract. I just wanted to understand

1 the term and whether that would be a ten-year term  
2 that's firm, and if either party can terminate it 90 --  
3 with 90 days' notice at any time during the ten years,  
4 or is it at expiration of the term, like right before  
5 the expiration of the ten years?

6 **MR. DONALDSON:** Yes. Good morning. Kevin  
7 Donaldson on behalf of Florida Power & Light.

8 You are correct that the parties can terminate  
9 at any time during the term. There is a provision  
10 underneath the tariff where it talks about removal of  
11 facilities where as long as they give written notice of  
12 90 days, they're able to terminate any time during the  
13 term. And that then enables them to have to pay for  
14 whatever remaining fixture charge for the pole and  
15 removal costs for the remaining portion of the term of  
16 the contract.

17 **CHAIRMAN BROWN:** Thank you, Mr. Donaldson. I  
18 was confused by the language on page 8 of the  
19 Attachment A just because it says that the notice shall  
20 be given, the 90 days, before the expiration of the  
21 initial term rather than at any time during the term. I  
22 guess the expiration kind of -- it was confusing to me,  
23 a contract attorney.

24 **MR. DONALDSON:** And I can understand the  
25 Chairman's confusion on that. That particular

1 subsection (11) is really talking about the extension of  
2 the agreement, and so that 90 days that they're talking  
3 about before the end of the term of the agreement is  
4 what you need to give in order for it to automatically  
5 then go into the successive five-year term.

6 **CHAIRMAN BROWN:** Okay. So either party can  
7 give 90 days. So give me an example. Say you've got --  
8 you've got the -- everything installed, you're at year  
9 two. Any party, FPL or Customer A, could terminate it  
10 just with 90 days' written notice.

11 **MR. DONALDSON:** That's correct. And then  
12 under the provisions of the tariff where it talks about  
13 removal of facilities, that's where the customer then  
14 calculates the charges for the fixture charge, meaning  
15 the pole, the wires, and the conductor, and then the  
16 cost of removal for the remaining portion of the term.

17 **CHAIRMAN BROWN:** What are we talking about in  
18 terms of -- I mean, I understand the actual elements,  
19 but I was asking staff during my briefing about -- just  
20 to get a barometer, just looking at the tariff and the  
21 charges, because you've got the energy charges, the  
22 maintenance. I just don't -- if you could give me an  
23 example.

24 **MR. DONALDSON:** Sure. So I'm not sure if you  
25 have the matrix in front of you. It's tariff sheet

1 8.736.

2 **CHAIRMAN BROWN:** Uh-huh, I do.

3 **MR. DONALDSON:** As an example, say, for  
4 instance, you have a customer, a homeowners association  
5 that has, like, 100 lights, and they are in the first  
6 initial ten-year term, they're at year five, and they  
7 want to terminate. So what they would do is they would  
8 send a written notice, say, on April 1st. They have 90  
9 days, at which at that point in time June the 1st is  
10 when the termination actually takes effect. From  
11 June 1st through the remaining time for the initial  
12 term, they just paid the monthly fixture charge, which  
13 would be -- if you look at energy Tier A, there's no  
14 energy charge there, so it would just be a fixture  
15 charge.

16 So, for instance, if that customer had a  
17 fixture LED light under Tier 3 and they're paying  
18 \$7.50 for the fixture charge per light, they would take  
19 that hundred lights, multiply that by, you know, 7.5  
20 times 12 times the remaining five years, and that  
21 equates to the amount of money that they would owe, plus  
22 the removal costs.

23 **CHAIRMAN BROWN:** You did a really good job of  
24 that. You did a great job. Thank you.

25 **MR. DONALDSON:** You're welcome.

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**CHAIRMAN BROWN:** Full clarification.

With that, I don't have any other questions or concerns.

Commissioners, can I get a motion, please?

**COMMISSIONER PATRONIS:** So move staff.

**COMMISSIONER GRAHAM:** Second.

**CHAIRMAN BROWN:** All those in favor, say aye.

(Vote taken.)

Thank you. Appreciate it.

(Agenda item concluded.)


1 STATE OF FLORIDA )  
 :  
2 COUNTY OF LEON ) CERTIFICATE OF REPORTER

3  
4 I, LINDA BOLES, CRR, RPR, Official Commission  
5 Reporter, do hereby certify that the foregoing  
6 proceeding was heard at the time and place herein  
7 stated.

8 IT IS FURTHER CERTIFIED that I  
9 stenographically reported the said proceedings; that the  
10 same has been transcribed under my direct supervision;  
11 and that this transcript constitutes a true  
12 transcription of my notes of said proceedings.

13 I FURTHER CERTIFY that I am not a relative,  
14 employee, attorney, or counsel of any of the parties,  
15 nor am I a relative or employee of any of the parties'  
16 attorney or counsel connected with the action, nor am I  
17 financially interested in the action.

18 DATED THIS 14th day of March, 2017.

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