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May 18, 2017

-VIA ELECTRONIC FILING-

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

RE: Docket No.: 170096-EI Florida Power & Light Company's Notice of Amended Tariff Sheet 6.050 for the Petition for Approval of Revised Customer Security Deposit Tariff Sheets

Dear Ms. Stauffer:

Please find enclosed for electronic filing a copy of Florida Power & Light Company's Notice of Amended tariff sheet 6.050 inadvertently not included with the Customer Deposit Tariff Petition on April 28, 2017 in the above mentioned docket. This amended Exhibit "B" tariff sheet includes the revision to the Prorated Bill section of Sheet 6.050 to pursuant to Florida Statute 366.05(1)(b)and has no substantive impact on the tariff sheets previously filed. There are no other revisions made to Amended Exhibit "B". Please replace the previously filed Exhibit "B" with this version for the petition.

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

Sincerely,

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

Enclosure

Florida Power & Light Company

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Florida Power & Light) Company's Petition for Approval) Of Revised Customer Security Deposit) Tariff Sheets) Docket No. 170096

Filed: May 18, 2017

FLORIDA POWER & LIGHT COMPANY'S NOTICE OF AMENDED FILING OF TARIFF SHEET 6.050

Florida Power & Light Company ("FPL"), through undersigned counsel and pursuant to Sections 366.04, and 366.05, Florida Statutes, and Rule 25-6.033, 25-6.097, and 25-6.100, Florida Administrative Code, hereby files as Attached Amended Exhibit "B" the following amended tariff sheet 6.050 in legislative and clean formats to replace the previous Exhibit "B" sheet 6.050. The sole change on the amended tariff sheet 6.050 is to add the language regarding "Prorated Bill" section to better clarify the billing period pursuant to Florida Statute 366.05(1)(b). This change has no substantive impact on the tariff sheets and there are no other revisions made herein, therefore, FPL requests that the aforementioned amended tariff sheets be included in FPL's request for approval of the Revised Customer Security Deposit Tariff Petition.

Respectfully submitted this 18th day of May, 2017.

Kevin I.C. Donaldson Senior Attorney Attorneys for Florida Power & Light Company 700 Universe Boulevard Juno Beach, Florida 33408-0420 (561) 304-5170 (561) 691-7135 (fax)

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

AMENDED EXHIBIT B

5 COMPANY'S INSTALLATIONS

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

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

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

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

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

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

6 SECURITY DEPOSITS/GUARANTIES

6.1 Security Deposit/Guaranty.

- (1) Before the Company renders service, or upon termination of an existing Unconditional Guaranty Contract, or a surety bond or an irrevocable bank letter of credit, each applicant will be required to provide:
 - a) information which satisfies the Company's application requirements for no deposit; or
 - <u>ba</u>) a Security Deposit consisting of cash, surety bond, or irrevocable bank letter of credit; or
 - b) a guaranty satisfactory to the Company to secure payment of bills; or

c) information which satisfies the Company's application requirements for no deposit.

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

FLORIDA POWER & LIGHT COMPANY

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

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

(Continue on Sheet No. 6.050)

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

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

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

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

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

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

7 BILLING

7.1 Billing Periods.

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

7.12 Prorated Bill. The bill may be prorated if the billing period is for more or less than a full monthless than 25 days or more than 35 days, the bill will be prorated pursuant to F.S. 366.05(1) (b). A billing period that exceeds 35 days will be calculated as a separate standard billing period as referenced in section 7.13 of FPL's General Rule and Regulations Tariff. A separate bill calculation for the remaining kWh consumption will begin with the application of the lower tiered rate. Should service be disconnected within less than a month from date of connection, the amount billed will not be less than the regular monthly minimum bill.

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

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